

## **WINNER AFFIDAVIT AND RELEASE (Notarized)**

**This Winner Affidavit of Eligibility and Release (“Agreement”) must be read and signed by each person (“Winner”) who is awarded a prize “Prize” in contests sponsored by Diamond in the Rough LLC (400 Lafayette Street, New York, NY 10003). The winner is referred to below as “I”, “Me” or the “Winner. “**

I hereby represent that: (a) I am over 18 years of age; (b) I have complied with, and will continue to comply with all the rules of this Promotion; (c) I have perpetrated no fraud or deception in entering the Promotion or in claiming any prize that may be awarded to me; and (d) neither I nor any member of my immediate family or anyone living in my household are employees of Diamond in the Rough LLC. or their advertising, promotional and judging agencies (the “Sponsors”), or any of their parent corporations, subsidiaries, affiliates, agents, successors, licensees, or assigns, or any entity connected with the Promotion (“Sponsor Affiliates”). In consideration of the receipt of my prize in the Promotion:

(a) I hereby release and forever discharge the Sponsors and the Sponsor Affiliates from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, taxes, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with the receipt, ownership or use of the prize, as well as any and all claims, demands or causes of action that I may now have or may hereafter have for libel, defamation, invasion of privacy, violation of the right of publicity, infringement of copyright or violation of any other right arising out of or relating to any of the rights granted herein to the Sponsors; and

(b) I hereby grant to the Sponsors, throughout the universe and in perpetuity, the right, without reservation and freely assignable, to use and publish my name, voice, likeness, photograph, biographical and prize information by any and all means, devices, processes and technology, and in all media, now known or hereafter invented, contemplated or devised, for advertising, promotional and/or other purposes related to the Promotion, without notice to me and without further compensation.

I understand and agree that: (a) I will be disqualified from receiving any prize that may be awarded to me if any statement made by me in this affidavit is false or inaccurate; (b) this release shall be binding upon my heirs, executors, and administrators; (c) neither the Sponsors nor the Sponsor Affiliates will be responsible for any costs (including, without limitation, any federal, state or local taxes) I may incur in connection with the Promotion or any prize I may be awarded; and (d) the Sponsors may deduct or require my payment of applicable federal, state and local taxes before delivery of any benefit or prize.

I have been given ample opportunity to read, and have carefully read and received a copy of, this entire Affidavit and Release and of the Promotion rules. I fully understand their contents. This Affidavit and Release and the accompanying rules contain our entire understanding relating to my participation in the Promotion and cannot be changed or amended except in writing

signed by Diamond in the Rough and I.

**NAME OF PROMOTION: Diamond in the Rough Aruba Giveaway**

**Date** \_\_\_\_\_ **Telephone Number** \_\_\_\_\_

**Name of Promotion Participant (Please Print):** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_ **Social Security #** \_\_\_\_\_

**Address of Promotion Participant:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Signature of Promotion Participant** \_\_\_\_\_

**Sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2013.**

\_\_\_\_\_ **Notary Public (seal)**