

## "2nd Annual Baltimore Diamond Dash"

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1) ELIGIBILITY: The "2nd Annual Baltimore Diamond Dash" (the "CONTEST") is open to legal residents of the United States who are 18 years of age or older. Employees, officers, directors (and their immediate families and those living in their same household) of Smyth Jewelers (2020 York Road, Timonium, MD 21093) ("Sponsor") and/or SCVNGR, Inc. (175 Second Street, Cambridge, MA 02142) ("Administrator") collectively ("Contest Entities") and their respective parent companies, subsidiaries, affiliates, retailers, distributors, suppliers, advertising, promotion and production agencies are not eligible to participate or win. Previous winners of a Grand Prize in any SCVNGR, Inc. event (including one member of a previous team of two who won a Grand Prize) conducted within the period five years prior to event date are not eligible to win the Grand Prize. The Contest is subject to all applicable federal, state, and local laws and regulations.

2) HOW TO ENTER: To enter, go to [www.balTIMorediamonddash.com](http://www.balTIMorediamonddash.com), (the "Website") follow the onscreen instructions to complete the official entry form, and click to submit. Limit of one entry per person. Individuals who submit entry information through the Website (the "Entrants") will not guarantee an acceptance to participate in Contest. Odds of winning depend on number of entries. Dashers are selected at random by the Contest Entities, and must be a team of two. Exact number of Dashers shall be available on May 14, 2011 at 3:00pm. Entrants will be selected to be Dashers starting at 12:00pm on April 11, 2011 and will be notified on a rolling basis by email or text message immediately. Dashers must confirm acceptance to be eligible, and method to do so shall be included in the acceptance notification. The Contest Entities shall cease acceptance of applications at 12:59pm on May 14, 2011. In the event selected Entrant(s) cannot participate as Dashers, their status as Dashers cannot be transferred. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Contest Entities of such entry. Entrants must provide a valid email address and cell phone number to be eligible to enter online. In the event of a dispute regarding the individual who actually submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address supplied at the time of entry, as applicable based on the method of entry. If a dispute cannot be resolved to Contest Entities' satisfaction, the entry will be deemed ineligible. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

2a) OPT-IN: By submitting entry information on the Website, you are opting in to the Contest and agree to accept additional contact from Contest Entities (only). All Entrants and Dashers will be charged standard text messaging rates for text messages sent and received from their mobile device according to the terms and conditions in their wireless plan. Recipient must be at least eighteen years old or have the permission of their parent or legal guardian to enter and participate. Service is billed at ATT/CINGULAR, T-MOBILE, SPRINT, NEXTEL, BOOST, VERIZON, ALLTEL, CINCINNATI BELL, CELLULAR ONE, DOBSON, CRICKET/LEAP, VIRGIN MOBILE, RCC UNICELL, CENTENNIAL, and U S CELLULAR. Text messaging and wireless service are not available in all areas and not supported by all carriers.

2b) OPT-OUT: Entrants may terminate their participation at any time by sending a text message with the word "QUIT", to short code 728647, which information will be sent to Recipient in the preliminary opt-in notice.

3) PRIZES: One (1) Grand Prize will be awarded to the top-scoring team of Dashers (based on the SCVNGR point system) who will receive the Martin Flyer diamond ring. Approximate retail value ("ARV") of the Grand Prize is \$20,000. All Prizes are not transferable and no substitutions are allowed, except at the sole discretion of the Contest Entities. All federal, state, and/or local taxes are the responsibility of the winner. To be eligible to claim a Prize, Dashers must be present at presentation of winners. Acceptance of the prize constitutes permission for the Contest Entities and its designees to use the results and proceeds of winner's services hereunder and the name, voice, actual or simulated likeness, and biographical information of winner and/or teammate in connection with the Contest and the exploitation thereof (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the universe, in all media whether now known or hereafter devised, without additional compensation unless prohibited by law. Odds of winning prize are subject to the total number of Dashers.

4) GENERAL TERMS AND CONDITIONS: The Contest begins at 1:00pm on Saturday, May 14, 2011, and ends at or before 3:00pm on May 14, 2011. All Dashers must sign the waiver on location before participating in the Contest. All Dashers must present themselves at Power Point Live!, for registration on or before 12:59pm on May 14, 2011 to be eligible. One Instruction Card shall be presented to all Dashers teams upon registration that includes directions and explanations of how to play on the SCVNGR system, and how to participate in the Contest. All Dashers must respond correctly to clues and questions sent via text message or mobile web to score points. Throughout the Contest, any questions of Dashers may be addressed to [info@baltimorediamonddash.com](mailto:info@baltimorediamonddash.com), and shall be answered in a timely fashion by Contest Entities. The Contest Entities reserve the right to disqualify any Dashers for any conduct that in any way appears to inhibit the enjoyment of other participants. The Grand Prize will be awarded to the Dashers who score the most points on the SCVNGR system throughout entirety of the event. In the event of a tie, the Dashers with the fewer incorrect answers shall be award the Grand Prize. The decisions of SCVNGR with respect to the Contest and selection of the winners are final. Dashers must not utilize any of the following modes of transportation while participating: Private Licensed Vehicles (personal cars, motor cycles, dirt bikes), bicycles, Chartered Service Vehicles, (limousines, rental buses, taxi cabs, etc.), or any kind of vehicle

that is rented for a period of time. Public transportation and any other human powered (i.e. no fuel) devices not otherwise listed above are acceptable. Mobility assistance vehicles (including motorized wheelchairs) by those who require them (only) shall be permitted.

The Contest Entities and any Internet access providers, their respective parents, affiliates, divisions, subsidiary companies, successors, and agencies and each of the foregoing entities' respective employees, officers, directors, shareholders, and agents are not responsible for incorrect or inaccurate transfer of information, human error, technical malfunctions, lost/delayed data transmissions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, or software or any combination thereof, inability to access web sites, damage to a user's cell phone, computer system (hardware and software) due to participation in this Contest or any other problem or error that may occur, or for late, lost, incomplete, stolen, misdirected, mechanically reproduced, illegible, or incorrectly entered entries. Entrants who submit inaccurate entry data and/or exceed the entry limits may be excluded from participation at any time during the Contest. All personal information included in all entries becomes the property of the Contest Entities, Administrator, and Contest challenge location sponsors. Any entry information collected from the Contest shall be used in a manner consistent with the consent given by entrants at the time of entry, including, but not limited to, consent by entrants to receive marketing communication from the Contest Entities with these Official Rules, and with the Terms of Service which can be found at [www.baltimeordiamonddash.com](http://www.baltimeordiamonddash.com), whichever may apply. The entry information is shared with the Administrator for the purpose of the registration and notification of the winners and the fulfillment of the Grand Prize. Entrants and Dashers agree to be bound by these rules and consent to use of their names and/or photographs for advertising or publicity purposes by Contest Entities and its designees in any and all media without further consideration, except where prohibited by law.

By entering or participating in the Contest, participants agree to be bound by these Official Rules, and by the decisions of Contest Entities, which are final and binding in all respects. Contest Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Contest; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Contest Entities which, in the sole opinion of Contest Entities, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Contest Entities reserve the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). Contest Entities also reserve the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Terms of Service, conditions of use, and/or general rules of any Contest Entities property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly,

from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Contest or in any activity or travel related thereto or from any interaction with, or downloading of, computer Contest information.

5) GENERAL RELEASE / FORCE MAJEURE: By participating in the Contest, each entrant agrees that the Contest Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or in any Contest related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. By accepting a prize, the winner agrees to the use of his/her name, photograph, likeness, and/or city/state of residence by Contest Entities, or any party authorized by Contest Entities, for advertising and promotional purposes worldwide and in any and all media without additional notice or compensation. Prizes will only be awarded to a verified winner. The Contest Entities assume no responsibility for any damage to an Entrant's computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Contest Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or (if applicable) postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Contest is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Contest Entities reserve the right in its sole discretion to cancel, terminate, modify, suspend or extend the Contest and, in the event of any termination or cancellation, select a winner from among all eligible, non-suspect entries received prior to the termination or cancellation. In the event Contest Entities are prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Contest Entities' control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Contest Entities shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Contest Entities reserve

the option to (if possible) select the winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. Contest Entities reserve the right to terminate on-line entry if technical difficulties compromise the integrity or ability to continue on-line entry. Any attempt by an entrant or any other individual to deliberately damage the Website or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person in connection with the Contest, is in violation of criminal and civil laws and should such an attempt be made, Contest Entities reserve the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

6) LIMITATIONS OF LIABILITY: All Dashers agree (i) to abide by the terms of these Official Rules and the decisions of the Contest Entities and judges which are final and binding on all matters relating to this Contest, and (ii) to release, discharge, indemnify and hold harmless the Contest Entities from any & all claims, actions, and/or liability for any injuries, loss or damage of any kind arising from or in connection with participation in and/or for entry into this Contest, any related activities, or acceptance or use of any prize won.

7) PRIVACY: Entry information may be shared with Contest Entities promotional partners to the extent entrants agree at the time of entry and to the extent required for prize fulfillment purposes. Except as provided in these Official Rules or as agreed to at time of entry, any entry information collected from the Contest shall be used in accordance with Smyth Jewelers Privacy Policy. [www.smythjewelers.com](http://www.smythjewelers.com)

8) GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR CONTEST ENTITIES IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

9) ARBITRATION PROVISION: By participating in this Contest, each entrant agrees that: (i) Any claim, dispute, or controversy arising out of, relating to, or connected in any way with the Contest or the awarding or redemption of prizes or the determination of the scope or applicability of this agreement to arbitrate will be resolved exclusively by final private and binding arbitration conducted pursuant to the AAA's Procedures for Consumer-Related Disputes in conjunction with the American Arbitration Association's ("AAA") Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) The arbitration shall be held

at the AAA regional office nearest the entrant; (iii) The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (iv) There shall be no authority for any claims to be arbitrated on a class or representative basis; and (v) The arbitrator shall not have the power to award punitive damages against the entrant or Contest Entities. In addition, if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Contest Entities will pay as much of the entrant filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

10) Void where prohibited.