

## TERMS AND CONDITIONS

### Soak in Summer End Savings: August 30 – September 15, 2013

Eligible hot tub end-user / buyer (“Buyer”) will receive a Visa Gift Card (“Gift”) from Sundance Spas (“Sponsor”) through their local dealer of up to \$1,500 on the purchase of an eligible hot tub. Available at participating dealers only.

According to the following chart (“Rebate Chart”), Buyer will receive a Gift on the purchase of any 2012 or 2013 model year Sundance® spa (excluding 680 Series spas) (“Eligible Hot Tub”). Eligible hot tub must be purchased from a participating, authorized Dealer in the USA or Canada (excluding Quebec and “Le Club Piscine” stores in Quebec or Ontario, Canada) and original date of purchase by Consumer must have occurred between August 30 – September 15, 2013.

<b>Sundance Model</b>	<b>Consumer Offer</b>
Aspen with Stereo	\$1,500
Aspen non stereo	\$800
Maxxus with stereo	\$1,500
Maxxus non stereo	\$800
Optima	\$650
Cameo	\$650
Altamar	\$600
Majesta	\$600
Marin	\$550
Capri	\$500
Constance	\$500
Victoria	\$500
Hamilton	\$500
Chelsee	\$450
Certa	\$450
Montclair	\$400
Camden	\$400
Dover	\$400
Hawthorne	N/A
Hartford	N/A
Burlington	N/A
Peyton	N/A
Edison	N/A
Tacoma	N/A
Denali	N/A

# Sundance® Spas

Buyer will receive gift from Sponsor within twenty one (21) days of approval. **If the warranty on a sold spa is NOT registered on or before November 15, 2013, the sale will NOT be approved and Buyer will NOT receive Gift from Sponsor.**

**Eligible Hot Tub warranty must be registered.** Warranties are not transferrable. Sponsor is not responsible for late, incomplete or misdirected registered warranties, regardless of the reason.

Only Eligible new, first quality or red tag, 2012 or 2013 model year, qualified hot tub products (as defined above) are eligible for the promotion. Demo, reconditioned "As is" or any other non-first quality hot tubs are NOT ELIGIBLE for this promotion. This promotional offer is not valid on exchanges or returned products or in conjunction with other offers. **Eligible Hot Tubs financed on a promotional rate sponsored by Sundance Spas are not eligible.** Offer not valid on prior purchases.

Sundance® spas must be purchased and installed in the USA or Canada. Sponsor reserves the right to modify, substitute or end Promotion without notice. Sponsor and those involved in the development, handling, production, implementation and distribution of the Promotion, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, credit suppliers, or any other persons/entities directly associated with this Promotion (collectively "Promotion Entities") are not responsible or liable for multiple submissions, redemption forms that are entered by other than human means (such as by an automated computer program or any non-human mechanics) or that are late, destroyed, incomplete, lost, misdirected, forged, damaged, mutilated, tampered with or promotion forms that are otherwise not in compliance with these Terms and Conditions (whether due to the fault of the entrant, Sponsor, or any other Promotion Entity), and all such Promotion entries will be disqualified. Any person attempting to defraud Sponsor or tamper with Promotion in any way will be prosecuted to the full extent permitted by law and will be billed the full Consumer Offer amount for the hot tub(s) in question.

Promotion Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of a promotion supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Sponsor shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity



arising out of or relating to the Gift provided in this Promotion, even if caused by the negligence of Sponsor.

Buyer is responsible for any state, local and federal taxes as a result of receiving the gift. Buyer further agrees to indemnify and hold harmless Promotion Entities from any and all liability resulting or arising from the Promotion, to release all rights to bring any claim, action or proceeding against Promotion Entities, and hereby acknowledge that said Promotion Entities have neither made nor are in any manner responsible or liable for the Gift.

Buyer agrees to indemnify and hold harmless the Promotion Entities, including without limitation Sponsor, and each of them from and against any and all liability, damages, costs, attorney fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by Buyer upon the Promotion Entities in these Terms and Conditions.

Limit one Gift per spa purchase.

**PERSONAL INFORMATION:** The Sponsor is collecting personal information about you for the purpose of administering this Promotion. **Your personal information will be used for the administration of this Promotion, including delivery of the Gift and in aggregated, non-personal form in order to create reports regarding purchaser demographics and consumer habits, which reports the Sponsor may disclose to others.** By participating in this Promotion, you consent to the collection, use, storage, sharing and disclosure by the Sponsor (and its officers, directors, employees, agents or representatives) of the personal information provided by you in accordance with the Sponsor's privacy policy (available at <http://www.sundancespas.com/about-us/privacy-policy/>).