

## MyPoints® New Year's Resolution Giveaway

### NO PURCHASE NECESSARY TO ENTER OR TO WIN

#### OFFICIAL RULES

VOID WHERE PROHIBITED BY LAW OR REGULATION.

THIS SWEEPSTAKES IS OFFERED ONLY IN THE 50 STATES OF THE U.S. AND WASHINGTON, D.C. AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY.

**1. Sponsor:** MyPoints.com, Inc., 44 Montgomery Street, Suite 250, San Francisco, CA 94104 ("Sponsor"). Although the MyPoints® New Year's Resolution Giveaway (the "Sweepstakes") is administered through a Facebook interface, the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. ("Facebook"). You are providing your information to Sponsor and not to Facebook.

**2. Eligibility:** The Sweepstakes is open only to permanent legal residents of the 50 United States and Washington, D.C. (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions) who are physically located and residing therein and who warrant and represent that they meet all of the following requirements as of the time their entry into the Sweepstakes is deemed complete: (a) they are 18 years of age or older; (b) they have a Facebook account; (c) they have Internet access; and (d) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, the Sweepstakes Official Rules. Employees of Sponsor, as well as those involved in the development, handling, production, implementation and distribution of the Sweepstakes, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, prize suppliers, or any other persons/entities directly associated with the Sweepstakes (collectively "Sweepstakes Entities") and/or members of their immediate families and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Sweepstakes.

**3. How to Enter:** The Sweepstakes begins at 6:00:00 a.m. Pacific Standard Time ("PST") on January 12, 2015, and ends at 9:59:59 p.m. PST on January 23, 2015 (the "Sweepstakes Period"). To enter this Sweepstakes, please access the MyPoints Facebook fan page at <http://www.facebook.com/MyPoints>. At approximately 6:00:00 a.m. PST on each day from January 12 through 16 and January 19 through 23 during the Sweepstakes Period, a different question will be posted, the answer to which can be found on the MyPoints website ([www.mypoints.com](http://www.mypoints.com)). The questions that will be posted each of those days are as follows:

- January 12, 2015: What is the caption under the jumbo ad on the "Shop by Feature" page?
- January 13, 2015: How many grocery coupons are available to print and redeem today?
- January 14, 2015: How many searches are required to earn 100 Points using "Search and Earn"?
- January 15, 2015: How many ways can you earn Points according to the "How MyPoints Works" page?
- January 16, 2015: How many Points do you earn under Refer-a-Friend if your referral joins MyPoints through your invite?
- January 19, 2015: What rental car vendors can you compare under "Travel Deals"?
- January 20, 2015: What games are listed under "Cash Games"?
- January 21, 2015: Under "Shop by Store," what merchants are featured under "Popular Stores"?
- January 22, 2015: How many Points are required to redeem for a \$25 Restaurant.com gift card?
- January 23, 2015: What icon is used to denote survey activity on your "Account Statement"?

In order to successfully get one (1) entry on any of those days, you must post a comment on the MyPoints Facebook fan page with the correct answer to the applicable question between 6:00:00 a.m. PST and 9:59:59 p.m. PST on that day. In addition, if you are not already a member of MyPoints, you will

be required to create an account on the MyPoints website, agreeing to the MyPoints Terms of Service and Privacy Policy and verifying your account via a link sent to your email address by MyPoints. The order of these steps may vary. These steps will enter you in the Sweepstakes. Only one (1) entry per email address and natural person is allowed on each of the ten (10) days listed above during the Sweepstakes Period following this entry process, for a maximum of ten (10) entries. Valid entries must be submitted via the online method as described above. All entries must be received during the Sweepstakes Period. Any attempt by an entrant to obtain more than the allowable entries by using multiple/different e-mail addresses or Facebook accounts, identities or any other online methods will void all of that entrant's entries. By entering, entrants agree to comply with these Official Rules including all eligibility requirements. Sponsors reserve the right to verify eligibility of all entrants. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and their agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information does not constitute proof of delivery or receipt. Sponsors reserve the right to modify the scheduling of the Sweepstakes without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Sweepstakes is prohibited and may result in the disqualification of entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. All entries become the sole property of the Sponsors and will not be acknowledged or returned.

**4. Prize and Odds of Winning: Three (3) grand prizes and thirty (30) runner-up prizes will be awarded, one (1) each to thirty-three (33) separate winners.** Each of the three (3) grand prizes is a \$500 Visa pre-paid card (the "Grand Prizes"). The thirty (30) runner-up prizes include the following: ten (10) \$139 HelloFresh gift cards, ten (10) Nike FitBit Flex Wireless Activity and Sleep Wristbands, and ten (10) Wii Fit U Bundles, including Wii Fit U, Fit Meter and Balance Board (the "Runner-Up Prizes", and together with the Grand Prizes, the "Prizes"). **Approximate Retail Value ("ARV") of each Grand Prize is Five Hundred Dollars (\$500.00 USD) and of each Runner-Up Prize is as follows: (a) One Hundred Thirty-Nine Dollars (\$139.00 USD) for each HelloFresh gift card; (b) Ninety-Nine Dollars and Ninety-Nine Cents (\$99.99 USD) for each Nike FitBit; and (c) Eighty-Nine Dollars and Ninety-Nine Cents (\$89.99 USD) for each Wii Fit U Bundle. Total ARV of all Prizes is Four Thousand Seven Hundred Ninety-Eight Dollars and Eighty Cents (\$4,798.80 USD).** The value of each Prize represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. In the event the ARV of any Prize (or Prize component) is more than the actual retail value of such Prize (or Prize component), the difference will not be awarded in cash or otherwise. **Odds of winning depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.** If a Winner (as defined below) is a resident of a jurisdiction that deems him/her a minor, the Prize will be awarded in the name of his/her parent or legal guardian. If such Winner forfeits the Prize, this forfeiture will serve as complete fulfillment of the obligation by the Sponsor and no additional compensation will be awarded. Each Winner is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. No substitution, transfer, or cash equivalent for a Prize (or Prize component) is permitted. All federal, state, local or other taxes are the sole responsibility of each Winner. EACH PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES). ACCEPTANCE AND/OR USE OF A PRIZE ARE AT EACH WINNER'S SOLE RISK, AND SPONSOR IS NOT RESPONSIBLE FOR DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR MISUSE OF THE PRIZE. SPONSOR RESERVES THE RIGHT TO VERIFY ELIGIBILITY OF EACH WINNER. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

**5. Winner Selection and Notification:** Thirty-three (33) separate potential Prize winners will be randomly selected from among all eligible entries in four (4) separate drawings by Sponsor or a designee, the judge of the Sweepstakes whose decisions are final and binding on all matters relating to the Sweepstakes (each a "Potential Winner"), in accordance with the following schedule: (a) the drawing for the three (3) Grand Prizes will be held on or about January 26, 2015; (b) the drawing for the ten (10) Runner-Up Prizes consisting of the HelloFresh gift cards will be held on or about January 27, 2015; (c) the drawing for the ten (10) Runner-Up Prizes consisting of the Nike FitBits will be held on or about January 28, 2015; and (d) the drawing for the ten (10) Runner-Up Prizes consisting of the Wii Fit U Bundles will be held on or about January 29, 2015. In addition to meeting all of the other eligibility requirements set forth in these Official Rules, each Potential Winner must be a registered member in good standing with MyPoints at the time of the drawing. Each Potential Winner will be notified by email (at the email address provided in the Sweepstakes entry). The Potential Winner (if a resident of a jurisdiction that deems him/her to be a minor, his/her parent or legal/guardian) will have three (3) business days from the date of the notification email to respond. If the Potential Winner does not respond to the email notification within this time frame, he/she may be disqualified and an alternate Potential Winner may be selected from among the other Sweepstakes entrants at Sponsor's sole discretion. If the Prize notification cannot be delivered or is returned as undeliverable, the Potential Winner forfeits the Prize. In the event that the Potential Winner does not comply with these Official Rules or is otherwise disqualified for any reason, Sponsor may award the Prize to an alternate Potential Winner selected from among the other Sweepstakes entrants at its sole discretion. Each Potential Winner who receives a Prize is known as a "Winner."

**6. General Conditions and Disclaimers:** This Sweepstakes is subject to these Official Rules and all applicable federal, state, provincial, and local laws (collectively "Rules and Laws"). By entering this Sweepstakes, each entrant agrees to waive any right to claim any ambiguity or error in the Official Rules of the Sweepstakes and to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final in all respects. By accepting a Prize, each Winner (his/her parent/legal guardian if the Winner is a resident of a jurisdiction that deems him/her to be a minor) attests to the provisions stated in these Official Rules and compliance with these Official Rules. The Sweepstakes Entities are not responsible or liable for multiple entries in excess of the stated limit, entries that are entered by other than human means (such as by an automated computer program or any non-human method) or that are mechanically duplicated, late, destroyed, incomplete, lost, misdirected, forged, damaged, tampered with, or entries that are otherwise not in compliance with these Official Rules (whether due to the fault of the Sweepstakes entrant, Sponsor, or any other Sweepstakes Entity), and all such entries will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Sweepstakes or web site, and to cancel, terminate, modify, or suspend the Sweepstakes without notice and to select the winners from all eligible entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any website, theft or destruction, or unauthorized access to, or tampering with or hacking of any website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Sweepstakes. Any person attempting to defraud Sponsor or tamper with the Sweepstakes in any way will be prosecuted to the full extent permitted by law and will not be eligible for a Prize. Each entrant (his/her parental/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) agrees to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from use of any entries or participation in the Sweepstakes. Acceptance of a Prize constitutes a Winner's permission for

the Sponsor to use that Winner's name, photograph, image, likeness, voice, biographical information, statement and/or hometown and state for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and release the Sponsor from all claims arising out of the use thereof.

**7. Release From Liability of Sweepstakes Entities:** By participating, entrants agree that Sweepstakes Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with the Sweepstakes (including, but not limited to, misprinted or typographical errors on the Sweepstakes promotional materials), including participation, acceptance/possession and/or use or misuse, and/or defect of a Prize, even if caused by the negligence of the Sponsor and/or Sweepstakes Entities. Entrants agree to indemnify and hold harmless the Sweepstakes Entities, including without limitation the Sponsor, Prize suppliers and their respective parent companies, subsidiaries and affiliated companies, and each of them from and against any and all liability, damages, costs, attorneys' 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 the Entrant upon the Sweepstakes Entities in these Official Rules and for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any Prize and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. Entrants also agree that the Sweepstakes Entities shall not be responsible for unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, interruption or inability to access or utilize the assets/tools designated for this Sweepstakes for any reason, or any combination thereof. Entrants further agree that the Sweepstakes Entities are not responsible or liable for any injury or damage to the Entrant's or third party's computer and/or its contents, related to or resulting from any part of this Sweepstakes. Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (a) by any wrongful, negligent or unauthorized act or omission on the part of Sponsor or any of its agents, servants, employees or independent contractors, (b) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (c) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parent companies, subsidiaries and affiliated companies. Entrants hereby acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**8. Disputes:** Any controversy or claim arising out of or relating to (a) the Sweepstakes (including without limitation, its administration or technical functionality), (b) the awarding or redemption of the Prize, and/or (c) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation, shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice of law or conflict of law rules. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in San Francisco County, California before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280, et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in

court). Nothing in this paragraph shall affect the ability of Sponsor or any of its affiliates to seek from a court injunctive or equitable relief at any time. Each participant agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Each participant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes but in no event attorneys' fees; and, under no circumstances, will a participant be entitled to awards for and participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this paragraph be deemed void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this paragraph within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**9. Official Rules/Names of Winners:** For a copy of these Official Rules or the names of the Winners, send a self-addressed, stamped envelope to: MyPoints® New Year's Resolution Giveaway "Rules" or "Names of Winners" (specify which), 44 Montgomery Street, Suite 250, San Francisco, CA 94104. All requests must be received by March 12, 2015.

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