

## MyPoints® Halloween Costume Contest

### NO PURCHASE NECESSARY TO ENTER OR TO WIN

#### OFFICIAL RULES

VOID WHERE PROHIBITED BY LAW OR REGULATION.

THIS CONTEST 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, California 94104 ("Sponsor"). Although the MyPoints® **Halloween Costume Contest** (the "Contest") may be entirely or in part administered through a Facebook interface, the Contest 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 Contest 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 Contest is deemed complete: (a) they are 18 years of age or older; (b) they have Internet access; and (c) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, these Official Rules. Employees of Sponsor, as well as those involved in the development, handling, production, implementation and distribution of the Contest, 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 Contest (collectively "Contest 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 Contest.

**3. How to Enter:** The entry period for the Contest begins at 12:00:00 a.m. Pacific Daylight Time ("PDT") on October 16, 2016, and ends at 11:59:59 p.m. PDT on October 23, 2016 (the "Contest Entry Period"). To enter this Contest, please access entry form via <https://mypoints.pgtb.me/htb1Ss>, which requires that you submit your name and email address, along with your best Halloween costume photo in jpg, gif or png format. The maximum allowable file size is 3MB (3145728 bytes). Images larger than 1000 pixels in either width or height will be resized, while keeping the original aspect ratio. Entrants can only upload a single image per submission. In addition, if you are not already a member of MyPoints, you will be required to create an account on the MyPoints website ([www.mypoints.com](http://www.mypoints.com)), 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 Contest (the "Form Entry"). Each person who successfully enters the Contest is an "Entrant." **Only one Form Entry per email address and natural person is allowed during the Contest Entry Period following the entry process described above.** Valid Form Entries must be submitted via the online method as described above. All Form Entries must be received during the Contest Entry Period.

The subject matter of the photo included in the Form Entry must be relevant to the theme stated above or such Form Entry will be disqualified. Entrants must not use materials (company tag lines, sayings, quotations, etc.) that belong to third parties or are copyrighted in their Form Entry or such Form Entry will be disqualified. Image submissions must be appropriate for viewers ages thirteen (13). By submitting a Form Entry, each Entrant represents and warrants that the photo included in the Form Entry is his/her original creation in accordance with these Official Rules, has not been copied in whole or in part from any other work, do not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity, and are his/her sole and exclusive property. By submitting a Form Entry, each Entrant further represents and warrants that he/she has received permission of the image/likeness of any and all identifiable persons who appear in the photo and that he/she otherwise has all necessary rights to grant Sponsor the publication and use rights set forth below. As determined by Sponsor in its sole discretion,

Form Entries that include a photo unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or material that infringes upon any third party's personal or proprietary rights, or that otherwise does not comply with these Official Rules, will not be accepted and such Entrant(s) will not be eligible to receive entry into this Contest. By entering this Contest, you (your parent/legal guardian if you are a resident of a jurisdiction that deems you to be a minor) grant Sponsor the worldwide, perpetual, irrevocable, fully paid-up, royalty-free right and license to post, display, broadcast, publish, transmit, perform, use, reproduce, adapt, edit, translate, dub, modify, and create derivative works from your photo in whole or in part, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without limitation and without any further notice, attribution or compensation to you.

In addition, between 12:00:00 a.m. PDT on October 24, 2016, and 11:59:59 p.m. PDT on October 29, 2016 (the "Voting Period"), visitors to the Contest's online photo gallery will be allowed to vote once (such vote requiring a Facebook verified account) from among all of the Entrant's photos (the "Vote"). Entrants will have the ability to share their photo in an effort to seek Votes. Each site visitor is limited to one (1) Vote during the Voting Period. Entrants will receive one (1) additional entry in the Contest for every Vote that their photo receives (each a "Vote Entry", and together with the Form Entry, the "Entries"). All Vote Entries must be received during the Voting 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 and may lead to a deactivation of all or some of such Entrant's MyPoints.com account(s). 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 at website does not constitute proof of delivery or receipt. Sponsors reserve the right to modify the scheduling of the Contest without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest 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 a Form Entry, the Form 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 (the "Grand Prize") and ten (10) runner-up prizes (the "Runner-Up Prizes" and, together with the Grand Prizes, the "Prizes") will be awarded.** The Grand Prize is a \$500 Visa prepaid card. **Approximate Retail Value ("ARV") each Grand Prize is Five Hundred Dollars (\$500.00). The Total ARV of the Grand Prizes is One Thousand Five Hundred Dollars (\$1,500.00 USD).** Each Runner-Up Prize is a \$100 Visa prepaid card. **ARV of each Runner-Up Prize is One Hundred Dollars (\$100.00 USD), and the total ARV of the Runner-Up Prizes is One Thousand Dollars (\$1,000.00 USD). Total ARV of all Prizes is Two Thousand Five Hundred Dollars (\$2,500.00 USD).** The value of the Prizes represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. In the event the ARV of a Prize (or Prize component) is more than the actual retail value of the Prize (or Prize component), the difference will not be awarded in cash or otherwise. **Odds of winning depend on the number of eligible Entries received during the Contest Entry Period and Voting Period.** If a Potential 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 a 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 the Winners. THE PRIZES ARE 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 THE PRIZES ARE AT THE WINNERS' 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 PRIZES. SPONSOR RESERVES THE RIGHT TO VERIFY ELIGIBILITY OF THE WINNERS. 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:** The potential Prize winners will be randomly selected from among all eligible Entries in a drawing by MyPoints or a designee, the judge of the Contest whose decisions are final and binding on all matters relating to the Contest (each a "Potential Winner"). Three (3) Potential Winners of a Grand Prize will be randomly selected and announced by Sponsor on or about October 31, 2016 from among all eligible Entries received. The ten (10) Potential Winners of a Runner-Up Prize will be randomly selected and announced by Sponsor on or about November 1, 2016 from among all eligible Entries received. 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 Form Entry). Each 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 a 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 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 Entrants at its sole discretion. Each Potential Winner who receives a Prize is known as a "Winner."

**6. General Conditions and Disclaimers:** This Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws (collectively "Rules and Laws"). By entering this Contest, each Entrant agrees to waive any right to claim any ambiguity or error in the Official Rules of the Contest 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 Contest 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 Entrant, Sponsor, or any other Contest Entity), and all such Entries will be disqualified. If for any reason the Contest 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 Contest, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Contest or web site, and to cancel, terminate, modify, or suspend the Contest 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 Contest. Any person attempting to defraud Sponsor or tamper with the Contest in any way will be prosecuted to the full extent permitted by law and will not be eligible for the 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 Contest Entities from any and all liability resulting or arising from use of any entries or participation in the Contest. Acceptance of the Prize constitutes the Winner's permission for the Sponsor to use the 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 Contest Entities:** By participating, Entrants agree that Contest 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 Contest (including, but not limited to, misprinted or typographical errors on the Contest promotional materials), including participation, acceptance/possession and/or use or misuse, and/or defect of the Prize, even if caused by the negligence of the Sponsor and/or Contest Entities. Entrants agree to indemnify and hold harmless the Contest Entities, including without limitation the Sponsor, Prize Supplier 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 Contest 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 Contest 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 Contest 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 Contest for any reason, or any combination thereof. Entrants further agree that the Contest 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 Contest. Contest 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 Contest 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 the Prizes. 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 Contest (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 Contest 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® **Halloween Costume Contest** "Rules" or "Names of Winners" (specify which), 44 Montgomery Street, Suite 250, San Francisco, California 94104. All requests must be received by December 30, 2016.

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