

## **MyPoints® Teacher's Apple Giveaway III**

### **NO PURCHASE NECESSARY TO PLAY OR WIN**

#### **OFFICIAL RULES**

VOID IN THE PROVINCE OF QUEBEC (CANADA) AND WHERE PROHIBITED BY LAW OR REGULATION. THIS PROMOTION IS OFFERED ONLY IN THE 50 STATES OF THE U.S., WASHINGTON, D.C. AND CANADA (EXCLUDING QUEBEC) 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® Teacher's Apple Giveaway III (the "Promotion") is being communicated through a Facebook interface, the Promotion 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. Promotion Description:** The Promotion begins on August 24, 2015 at 12:01 a.m. Pacific Standard Time ("PST") and ends on August 28, 2015 at 11:59 p.m. PST ("Promotion Period"). This Promotion is open to current registered MyPoints.com members (as more fully described below) who will have the opportunity to enter the Promotion for a chance to win "Points" from MyPoints.com. In order to register on the MyPoints.com website, a new user must complete the registration process on <http://www.mypoints.com> (the "Web Site") and provide the following information: first name, last name, valid email address, date of birth, zip code, gender and choice of password (collectively, "Registration Information"). There is no fee to register, and the user must agree to the MyPoints Terms of Service and Privacy Policy and verify registration via email to complete registration. All Registration Information must be completed in full, be accurate and valid and member must confirm registration via email. Failure to provide all Registration Information will result in an invalid MyPoints registration. Each MyPoints member is responsible for keeping his/her Registration Information current and up to date. If a participant is a resident of a jurisdiction that deems him/her to be a minor, he/she must obtain parental/legal guardian consent prior to entering or submitting any personally identifiable information. If a member uses more than one (1) email address or submits incomplete Registration Information or profile information, he/she will be disqualified. Once an email address has been registered by a member/participant, that email address cannot be used by any other member/person for the Promotion (or to register at Web Site). Only the account holder registered under a particular email address may participate in the Promotion. Sponsor's computer shall be the official clock for purposes of the Promotion and Pacific Standard Time shall control for all purposes of this Promotion. Once member registration is complete, MyPoints members may enter this Promotion in accordance with the rules set forth below. This Promotion consists of an instant win game (the "Instant Win Game") and a sweepstakes (the "Sweepstakes").

**3. Eligibility:** The Promotion 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) and Canada (excluding the province of Quebec) who are physically located and residing therein and who warrant and represent that they meet all of the following requirements as of the time of their participation in the Promotion: (a) they are 18 years of age or older; (b) they have Internet access; (c) they are members of MyPoints.com in good standing; and (d) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, these Official Rules. Employees of Sponsor and

those involved in the production, design, development, implementation or handling of the Promotion, and their advertising or promotion agencies, parent, subsidiary, and related companies, officers, directors, affiliates, licensees, prize suppliers, service providers, any other person or entity associated with the Promotion (collectively "Promotion Entities"), members of their immediate families (spouses, children, siblings, parents), and/or persons living in the same household as such persons, whether or not related, are ineligible to participate in the Promotion.

**4. How to Play:** Each day during the Promotion Period, members can search the Web Site for the hidden Instant Win Game "Teacher's Apple" icon ("Icon"). The MyPoints Facebook fan page (<http://www.facebook.com/MyPoints>) will post clues as to the location of that day's Icon at approximately 6:00 a.m. PT daily during the Promotion Period. Once you locate the Icon on the Web Site, click on it to reveal an action button which, when clicked, will instantly display the potential prize Points results (or "no Points" prize results) for that game play, subject to verification, participant's full compliance with these Official Rules and any additional action that may be required as described below ("Game Play"). **Limit one (1) Game Play (resulting in a winning or non-winning game play) per person/member/email address/member registration per day during the Promotion Period.** All members who click on the Icon, even non-Instant Win Game winners, will receive one (1) entry into the Sweepstakes (each an "Entry"). **Entries are limited to one (1) per person/member/email address/member registration per day during the Promotion Period, for a maximum of five (5) Entries during the Promotion Period.** Participants may only participate in the Promotion online. Any attempt by a participant to obtain more than the stated number of Game Plays and/or Entries by using multiple/different email addresses, identities, member registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that participant's Game Plays and/or Entries and that participant may be disqualified. Opting in to specific offers, additional purchases and/or the accumulation of reward points does not improve one's chances of winning. Proof of submitting or receipt of a Game Play and/or Entry of any kind will not be deemed by Sponsor as proof of receipt by Sponsor. Game Plays and/or Entries by the same person in excess of the limits stated herein will be disqualified. Any attempted form of participation in the Promotion other than as described herein is void.

#### **5. Prizes/Odds of Winning:**

**Instant Win Game Prizes:** Instant Win Game winners are selected at random based on a set of specified probabilities. When a participant clicks on the Icon, a randomization algorithm is run to determine whether he/she wins and, if he/she is a winner, how many Points are included in the Instant Win Game Prize ("Game Prize"). Subject to the requirements set forth in these Official Rules, each Instant Win Game winner will receive Points, deposited into the winner's registered MyPoints account. The prize Points available for each Game Play are 5 Points and 50 Points ("Game Prize"). Up to 237,500 Points are available for the Instant Win Game during the Promotion Period. **Approximate Retail Value ("ARV") of Game Prizes: Up to \$1,496.25 USD. Odds of winning a Game Prize depends on the number of eligible Game Plays that land on or about the randomization algorithm and the number of Points available at the time of the Game Play.** The number of Game Prize winners and Game Prizes are based on probabilities and member participation, so the number of winners and Game Prizes awarded can vary.

**Sweepstakes Prizes:** Five (5) potential Sweepstakes winners will be randomly computer-generated selected from all eligible Entries received during the Promotion Period (each a "Potential Winner"). Potential Winners will be randomly selected by Sponsor on or about

August 31, 2015 ("Drawing Date") from among all eligible Entries received. Subject to the requirements set forth in these Official Rules, five (5) Sweepstakes winners will each receive a \$50 Staples gift card ("Sweepstakes Prize"). Staples is not a sponsor of this Sweepstakes and is not involved in this Sweepstakes in any manner. All Staples product names are trademarks or registered trademarks of Staples, Inc. **ARV of Sweepstakes Prizes: \$250.00 USD. Odds of winning depends on the total number of eligible Entries received during the Promotion Period.**

**For All Prizes: Total ARV of Game Prizes and Sweepstakes Prizes ("Prizes"): Up to \$1,746.25 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 the Prizes is more than the actual retail value of the Prizes, the difference will not be awarded in cash or otherwise. **ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL HIS/HER ELIGIBILITY AND POTENTIAL WINNER STATUS HAS BEEN VERIFIED AND HE/SHE HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE BY MYPPOINTS.COM POINTS BEING CREDITED TO HIS/HER MYPPOINTS ACCOUNT. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.** All winners are solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. There is no substitution, transfer, or redemption of Prizes for cash. If a Potential Winner is a resident of a jurisdiction that deems him/her to be a minor, the Prize will be awarded in the name of the winner's parent or legal guardian. All federal, state or other tax liabilities arising from accepting a Prize will be the sole responsibility of the winner. **ACCEPTANCE, PARTICIPATION IN 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.** 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.

**6. Notification of Sweepstakes Winners:** Potential Winners (or, if a resident of a jurisdiction that deems him/her to be a Minor, his/her parent or legal guardian) will be notified by email (using the email address in the Registration Information) within one (1) week of the Drawing Date. MyPoints members are solely responsible for updating Registration Information for his/her member account. 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 Entries at Sponsor's sole discretion. If the Sweepstakes Prize notification cannot be delivered or is returned as undeliverable, the Potential Winner forfeits the Sweepstakes Prize. If a resident of Canada is selected as a Potential Winner, he/she will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a timed, mathematical skill-testing question, to be administered by Sponsor either by mail, telephone, e-mail or fax (at its sole discretion) before the awarding of the Sweepstakes 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 applicable Sweepstakes Prize to an alternate Potential Winner selected from among the other Entries at its sole discretion.

**7. General Conditions and Disclaimers:** The Promotion is subject to these Official Rules and all applicable federal, state and local laws (collectively "Rules and Laws"). By participating in this Promotion, each participant agrees to waive any right to claim any ambiguity or error in the Official Rules of the Promotion and to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final in all respects. In the case of a dispute over the identity of a Potential Winner, Sponsor reserves the right, in its sole discretion, to deem the winner to be the owner of the member account profile corresponding to the winner's Game Play(s) and/or Entries. 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 Promotion Entities are not responsible or liable for multiple Game Plays and/or Entries in excess of the stated limit, Game Plays and/or 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 Game Plays and/or Entries that are otherwise not in compliance with these Official Rules (whether due to the fault of the participant, Sponsor or any other Promotion Entity), and all such Game Plays and/or Entries will be disqualified. If for any reason the Promotion 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 Promotion, Sponsor reserves the right to disqualify any individual it finds who tampers with the Instant Win Game and/or Sweepstakes, operation of the Promotion or Website, and to cancel, terminate, modify, or suspend the Promotion without notice and to select the winners from all eligible Game Plays and/or 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 Game Play and/or Entry 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 participant's or any other person's computer related to or resulting from participation in the Promotion. Any person attempting to defraud Sponsor or tamper with the Instant Win Game and/or Sweepstakes in any way will be prosecuted to the full extent permitted by law and will not be eligible for a Prize. Each participant (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 Promotion Entities from any and all liability resulting or arising from use of any Game Plays and/or Entries or participation in the Promotion. Acceptance of a Prize constitutes the winner's permission for the Sponsor to use the winner's name, photograph, image, likeness, voice, biographical information, statement and complete address 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 releases the Sponsor from all claims arising out of the use thereof.

**8. Release From Liability of Promotion Entities:** By participating, participants agree that Promotion 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 Promotion (including, but not limited to, misprinted or typographical errors on the Promotion materials), including participation in the Instant Win Game and Sweepstakes and/or acceptance, possession, use, misuse, and/or defect of the Prize(s), even if caused by the negligence of the Sponsor and/or Promotion Entities. Participants agree to indemnify

and hold harmless the Promotion Entities, including without limitation the Sponsor, 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 participant upon the Promotion Entities in these Official Rules. Participants also agree that the Promotion 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 Promotion for any reason, or any combination thereof. Participants further agree that the Promotion Entities are not responsible or liable for any injury or damage to the participant's or third party's computer and/or its contents, related to or resulting from any part of this Promotion. Promotion 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 company, subsidiaries and affiliated companies. Participants hereby acknowledge that Promotion 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.

**9. 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.

**10. Rules/Winners List:** For a copy of these Official Rules or the names of the Sweepstakes winners, send a self-addressed, stamped envelope to: MyPoints Teacher's Apple Giveaway III "Rules" or "Names of Sweepstakes Winners" (specify which), 44 Montgomery Street, Suite 250, San Francisco, California 94104. All requests must be received by September 30, 2015.

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