MoneyKey Holiday Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

- 1. Eligibility: The MoneyKey Holiday Giveaway (the "Promotion") is open only to legal residents of Delaware, Illinois, Kansas, Maryland, Missouri, Ohio, South Dakota, Texas and Utah (the "Territory") who are 18 years of age or older and located in the Territory at the time of entry. MoneyKey ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees and agents (collectively, "Promotion Parties"), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible. Void anywhere outside the Territory and where prohibited by law.
- 2. **Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET") on November 18, 2015 and ends at 11:59 p.m. ET on December 29, 2015 (the "Promotion Period").

3. How to Enter:

Online Entry: During the Promotion Period, enter the promotion through the Holiday Giveaway application on the MoneyKey page on Facebook at https://www.facebook.com/MoneyKey/ ("Website"). Click on the Holiday Giveaway tab to locate the online Sweepstakes official entry form and submit the required information. Follow the on-screen directions, complete all required registration fields and submit to enter ("Online Entry"). Entrants must complete all required information. LIMIT ONE (1) ONLINE ENTRY PER PERSON/EMAIL ADDRESS/WEEK.

All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will not be entered into the Promotion. Entries made by facsimile, overnight courier, third party entry service, automated means, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator.

4. Drawings: For purposes of this Sweepstakes, a "week" is defined as beginning at midnight ET on Wednesday, and ending the following Tuesday at 11:59 PM ET ("Weekly Entry Period"). On or about a day after each Weekly Entry Period ends, Promotion Administrator will conduct a random drawing from among all eligible Entries received during the preceding Weekly Entry Period. Non-winning Entries will NOT roll-over to subsequent weekly prize drawings. On or about a day after the Promotion Period ends, Promotion Administrator will conduct a random drawing for the Grand Prize winner from among all eligible Entries received during the Promotion Period.

5. Prizes, Approximate Retail Value ("ARV") & Odds:

- Five (5) Weekly Prizes (one per week): \$50 awarded in the form of a VISA gift card.
- One (1) Grand Prize: \$250 awarded in the form of a VISA gift card.

Total ARV of all prizes is \$500. Use of gift cards is subject to the terms, conditions and policies of the issuer. No substitution, cash redemption or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with

acceptance or use of the prize(s), are the sole responsibility of the winner(s). Arrangements for delivery of prize(s) will be made after winner validation. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD. Odds of winning a prize depend on the number of entries received. At the Sponsor's discretion, unclaimed prizes may not be awarded.

6. General Rules: All applicable federal, state and local laws apply. All potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined solely by the Promotion Administrator, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner. By participating in this Promotion, entrants agree to abide by and be bound by the Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion.

Promotion Parties are not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected or for non-delivered or postage-due mail; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer: (v) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (vii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (viii) by any human, or other error, which may occur in this Promotion or (ix) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.

If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator will select any remaining winners in a random drawing from among all eligible, non-suspect entries received through all entry methods combined as of the time/date of termination.

Promotion Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process, who acts in a disruptive or unfair manner, or who attempts to enter using any automatic or programmed entry method, or any entry service. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR PROMOTION ADMINISTRATOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name entry was made.

- 7. Release & Waiver: By participating in this Promotion, entrants agree to release, discharge and hold harmless Promotion Parties from and against any and all liability, loss, injuries or damages associated with participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion. By participating in this Promotion, entrants waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate.
- Publicity: Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winners' names, voices and/or likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without additional compensation or notice, unless prohibited by law.
- 9. **Privacy**: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at https://moneykey.com/privacy-policy.php. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy.
- 10. **Choice of Law and Jurisdiction**: This Promotion is offered only in the Territory and is governed by the laws of the State of Delaware. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Delaware located in the courty of New Castle for any action, suit or proceeding arising out of or relating to this Promotion.
- 11. **Winners' List**: To view the winners' list for this Promotion, please visit certified.promotrust.com/MoneyKey/HolidayGiveaway/winners. The winners' list will be available after winner validation has been completed.
- 12. **Sponsor**: MoneyKey, Wilmington, DE 19808. Mail-in entries are not accepted at this address.
- 13. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 18404, San Jose, CA 95158. Mail-in entries are not accepted at this address.

All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way.

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