

Memrise 2015 New Year Memathon

Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

The Memrise 2015 New Year Memathon (the “Contest”) is open only to: (1) a legal resident of and physically located in countries where such contests are allowed by the laws of those countries (excluding the residents of the province of Quebec, Canada; Italy; Cuba; Iran; Libya; North Korea; Sudan; and Syria); (2) above the age of majority in the state or jurisdiction where you reside at the time of entry. Contest is void in countries not identified in the requirements above and where prohibited by law. Employees of Memrise Inc. or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor

Memrise Inc., 560 Broadway, New York, NY 10012.

3. Contest Period

The Contest period is from January 1st, 2015 at 00:01 a.m. GMT to January 31st, 2015 at 11:59 p.m. GMT (the “Contest Period”). Sponsor is the official time keeper for this Contest.

4. How to Enter

If you do not already have a Memrise account you first need to register at www.memrise.com. Registration is free. Once you have registered or logged in you must choose a course or courses in an existing language category, and start learning new words. Words can be learned on the Memrise website or on the Memrise iOS and Android mobile apps.

Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned the email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned.

5. Potential Winner Determination

At the end of the contest period The Sponsor will determine which user on the site has learned the most new words during the period of the contest. This will be done by examining learning data stored in the Memrise database.

Each users’ score will be determined by counting the total number of words that:

1. The user has not been presented with or tested on, on Memrise before the start date of The Contest
2. Have been ‘grown’ to be full ‘flowers’ before the finish date of The Contest

3. Are not 'ready for review' at the finish date of The Contest

Whether a word is 'Ready for Review' is determined solely by the Memrise review algorithm.

Words in different courses that are judged to be duplicates will be counted only once. Whether two words are duplicates will be determined solely by the Memrise software tools for recognising duplicate words.

6. THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. A POTENTIAL WINNER WILL BE REQUIRED TO TIMELY PROVIDE EVIDENCE REQUESTED BY THE SPONSOR. SUCH EVIDENCE INCLUDES BUT IS NOT LIMITED TO:

- **LEARNING DATA ON MEMRISE SHOWS A FULL RECORD OF LEARNING THAT IS CONSISTENT WITH HUMAN LEARNING PATTERNS TO THE EXTENT THAT THE SPONSOR BELIEVES THE LEARNING TO BE REAL.**
- **POTENTIAL WINNER MUST ALSO SUBMIT CONTACT DETAILS, WITH THE EXPECTATION OF AN INTERVIEW PROCESS OF VERIFICATION THAT WILL OCCUR LIVE ON CAMERA USING SKYPE.**
- **DURING THE INTERVIEW, SPONSOR WILL TEST RANDOMLY CHOSEN WORDS FROM THE LIST OF WORDS THAT THE POTENTIAL WINNER HAS LEARNED DURING THE CONTEST. POTENTIAL WINNER DOES NOT NEED TO ANSWER EVERY QUESTION CORRECTLY IN ORDER TO WIN, BUT THEY NEED TO CONVINCE THE SPONSOR THAT THEY HAVE INDEED LEARNED THESE WORDS.**
- **FAILURE TO FOLLOW ALL STEPS REQUIRED IN THE INTERVIEW AS SPECIFICALLY STATED BY THE SPONSOR WILL RESULT IN IMMEDIATE DISQUALIFICATION.**
- **POTENTIAL WINNER MUST ALSO PROVIDE GOVERNMENT ISSUED IDENTIFICATION TO THE SPONSOR.**

SPONSOR HAS THE SOLE ABILITY TO DETERMINE IF A POTENTIAL WINNER IS VERIFIED AS THE WINNER. IF THE POTENTIAL WINNER DOES NOT FOLLOW ALL VERIFICATION REQUIREMENTS AS STATED BY THE SPONSOR HE OR SHE WILL NOT BE VERIFIED AS THE WINNER. THE SPONSOR HAS THE SOLE DISCRETION TO DETERMINE IF A POTENTIAL WINNER FOLLOWED ALL NECESSARY STEPS TO DEMONSTRATE THAT THEY IN FACT LEGITIMATELY FOLLOWED THE NECESSARY STEPS AS OUTLINED IN THESE RULES. A PERSON WHO IS DECLARED A POTENTIAL WINNER WILL NOT RECEIVE THE PRIZE UNTIL SUCH TIME THAT THE SPONSOR HAS STATED TO THE PERSON THAT THEY HAVE BEEN VERIFIED AS THE GRAND PRIZE WINNER AND SIGNED AND RETURNED THE AFFIDAVIT STATED BELOW.

7. Verification of Potential Winner

The Potential Winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The Potential Winner may be required to sign and return to Sponsor, within two (2) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a Potential Winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a Potential Winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by determining who learned the next most words.

8. Prizes

The First Prize winner will receive one thousand dollars (US\$1,000). Second Prize winner will receive three hundred dollars (\$300). Third Prize winner will receive one hundred and fifty dollars (\$150). Entirely at the discretion of the sponsor, the next 50 competitors may receive a Memrise T-Shirt if one is available. All Prizes is non-transferable and no substitution will be made except as

provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

9. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor and its respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize.

10. Publicity

Except where prohibited, participation in the Contest constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded.

13. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration

of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in the New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available [here](#).

15. Contest Results

For Contest results send an email with the subject line of "Winners List - Memrise 2015 New Year Memathon" to memathon@memrise.com. Requests for the winner list must be received by June 1 2015.