

## Official Rules

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

### Promotion Description:

**These official rules apply to the following "Sweepstakes".**

**The entry period for Twitter Party begins on December 9, 2013 at 9:00 PM Eastern Time ("ET") and ends on December 9, 2013 at 10:00 PM ET.**

**The entry period is referred to in these Official Rules as a "Promotion Period".**

By participating in the Sweepstakes, each entrant (or his or her parent or legal guardian if the entrant is under the majority in their home state) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of ("**Sponsor**"), which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of sweepstakes entries ("**Entries**") and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes.

**Eligibility:** Open only to legal residents of the forty-nine (49) contiguous United States (excluding FL) and the District of Columbia who are 13 years of age or older. Entrants under the age of the majority in their state of residence must get permission from parents or guardians to enter the Sweepstakes. Void in Puerto Rico, Guam, the U.S. Virgin Islands, and where prohibited or restricted by law. Sponsor, Crowdtap, Inc., and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the "**Promotion Entities**"), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize.

**Online Entry:** Enter the Sweepstakes during the Promotion Period online by sending the following message: (the "**Message**") from your personal Twitter account. Entry requires signing up for a Twitter account through [www.twitter.com](http://www.twitter.com). As of the start of the Promotion Period, there is no charge for a Twitter account. If you are a first time visitor to Twitter, you will be prompted to complete the on-screen registration form. Registration is a one-time requirement. If you are a returning visitor, you will be prompted to log-in using your e-mail address. Sponsor has no control over the data practices and data collection of Twitter. Sponsor's database clock will be the official time keeper for each Sweepstakes.

In addition to these Official Rules, you agree to be bound by Twitter Terms of Use and the terms of Twitter's privacy policy, both of which are incorporated as part of these Official Rules. Twitter is not a sponsor or participant in this Sweepstakes and makes no endorsement, either express or implied, in connection with this Sweepstakes. Twitter and the Twitter logos are trademarks of Twitter. All rights reserved.

Limit one (1) entry per person and/or per email address per day. Additional entries will be disregarded. All entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official time keeper for this Sweepstakes.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the entrant, and only at the Sweepstakes Site.

**Privacy:** All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. All personal information submitted as part of the

Sweepstakes may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies.

**Winner Selection:** The winner of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing for Sweepstakes 1 will be conducted on or about December 9, 2013. The drawings will be conducted by Sponsor or its designated representatives whose decisions regarding all aspects of Sweepstakes are final. Odds of winning will vary depending on the number of eligible Entries received. Winner(s) will be notified by a Twitter direct message immediately after the random drawing. Potential winners must accept a prize by replying to the Twitter direct message or other Sponsor-designated method within twenty-four (24) hours of notification and must provide his/her full name, age and address when requested by Sponsor, solely for the purpose of establishing eligibility and administering each Sweepstakes. Sponsor is not responsible, and may disqualify an entrant, if the entrant's email or Twitter interface does not work or is changed. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture and an alternate winner shall be selected. If a potential winner is ineligible to win a Sweepstakes prize, does not comply with the acceptance requirements above or is otherwise in violation of these Official Rules, then such winner will be disqualified and an alternate winner may be selected from the remaining eligible entrants. No substitution or transfer of a prize is permitted except by Sponsor. If a winner is not of legal age of majority in his or her state of residence (a "minor"), at Sponsor's option, the applicable prize either will be awarded to the minor or the minor's parent or legal guardian. Such parent or legal guardian of a minor will be required to ratify and sign the Prize Claim Documents. If a winner (or such winner's parent or legal guardian) does not return completed Prize Claim Documents within five (5) days of receipt (or a shorter time if required by exigencies), the winner may be disqualified and an alternate winner may be selected from the remaining eligible entrants. No substitution or transfer of a prize is permitted except by Sponsor. Federal, state and local taxes, if any are the responsibility of the winner or parent/legal guardian of a minor.

**Prizes:**

**The prize value indicated below is an approximate retail value ("ARV")**

**Sweepstakes 1:**

**Six (6) Prize winners** will receive:

- one (1) Best Buy Gift Card (ARV \$25)
- one (1) Best Buy Gift Card (ARV \$25)
- one (1) Best Buy Gift Card (ARV \$50)
- one (1) Best Buy Gift Card (ARV \$75)
- one (1) Best Buy Gift Card (ARV \$100)
- one (1) Best Buy Gift Card (ARV \$200)

**One (1) Grand Prize winner** will receive:

- one (1) Best Buy Gift Card (ARV \$250)

**TOTAL ARV OF ALL SWEEPSTAKES PRIZES: \$725.00 total**

Only one (1) prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

**General Conditions:** Entrant agrees that decisions regarding the Sweepstakes made by the Sponsor or its designated agents is final, and: a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the State of New York; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of New York, for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and c) 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

Prize will only be awarded and/or delivered to addresses within the United States. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize. If prize is forfeited, an additional drawing at random from eligible Entries may be made to determine a winner.

Except where prohibited by law, the winner (and parent/legal guardian if winner is a minor) grants (and agrees to confirm that grant in writing) permission for the Promotion Entities, their advertising and promotional agencies, and those acting under its authority to use such winner's name, photograph, voice and/or likeness, for advertising and/or publicity purposes in all media now known or hereafter discovered, worldwide and on the world wide web, without notice, review, approval, or additional compensation.

**Release of Liability:** By acceptance of a prize, winner agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by winner (and parent/legal guardian if entrant is a minor) against, any and all liability for injuries, loss or damage of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation in this promotion, or while traveling to, preparing for or participating in any Sweepstakes-related activity. The Promotion Entities expressly disclaim any responsibility or liability for injury or loss to any person or property in connection with the prizes awarded.

**Conduct:** Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operations to any of the Sweepstakes or the Sweepstakes Site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY DELIBERATE ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

**Limitation of Liability:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of submissions in the Sweepstakes. Sponsor assumes no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant's or any other person's computer related to or resulting from participating downloading materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor may, in its sole discretion, perform the random drawing from among all eligible entries received prior to or after such cancellation, suspension, or modification. In the event of a dispute concerning who registered online to participate in the Sweepstakes, the registration will be declared to have been made by the authorized account holder of the Twitter account and who is defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address utilized to register for Twitter. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

**Winner's List:** To obtain a copy of any legally required winners list or a copy of the Official Rules, send the applicable request and a self-addressed, stamped, #10 envelope to The Sweepstakes c/o Crowdtap Inc., 625 Broadway, New York, NY. Request must be received no later than January 1, 2013 for the name of the winner and, by the end of the promotion, for a copy of the rules. Vermont residents may omit return postage for Official Rules requests.

**Sponsor:** The Sweepstakes is sponsored by **Crowdtap, Inc.**