

**SaverLife Tax Time Savings Promotion  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE.**

***THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THE PROMOTION SPONSOR AND/OR THE PROMOTION ADMINISTRATOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE PROMOTION SPONSOR AND/OR THE PROMOTION ADMINISTRATOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.***

The SaverLife Tax Time Savings Promotion (the "Promotion") begins at 12:01 a.m. ET on January 22, 2018 (the "Promotion Start Date"), and ends at 11:59 p.m. ET on May 6, 2018 (the "Promotion End Date") (such period referred to in these Official Rules as the "Promotion Period"). The Promotion will feature a series of sweepstakes (the "Sweepstakes") and a contest (the "Contest"). In connection with the Promotion, there will be five (5) Sweepstakes winners drawn on each of the following dates: February 22, 2018, March 1, 2018, March 8, 2018, March 15, 2018, March 22, 2018, March 29, 2018, April 5, 2018, April 12, 2018, April 19, 2018 and May 10, 2018 (the "Sweepstakes Drawing Dates"). Each Sweepstakes drawing will include entries submitted from the Promotion Start Date through the date that is four days before the applicable Sweepstakes Drawing Date (as set forth in the table below, the "Entry Deadlines"). Entries from previous Sweepstakes winners selected on or after February 22, 2018, will be excluded from subsequent Sweepstakes drawings in this Promotion.

<u>Sweepstakes Drawing Date</u>	<u>Entry Deadline</u>
February 22, 2018	February 18, 2018
March 1, 2018	February 25, 2018
March 8, 2018	March 4, 2018
March 15, 2018	March 11, 2018
March 22, 2018	March 18, 2018
March 29, 2018	March 25, 2018
April 5, 2018	April 1, 2018
April 12, 2018	April 8, 2018
April 19, 2018	April 15, 2018
May 10, 2018	May 6, 2018

There will be one (1) Contest winner, selected after the Promotion End Date, as detailed in Section 5 below. The Promotion is sponsored by EARN Inc. (the "Promotion Sponsor") and is administered by Build Commonwealth, Inc. (the "Promotion Administrator").

**1. How to Enter:**

***To enter the Sweepstakes***, on or before the applicable Entry Deadline you must complete the steps in (a)-(c) below or submit your entry as otherwise indicated below:

- (a) be an eligible participant, as set forth in Section 4 below;
- (b) file a federal individual tax return for 2017 during the Promotion Period (“Tax Return”); and
- (c) (i) If you have not already done so, visit saverlife.org (the “Website”) to create a profile (“SaverLife Profile”) and connect your bank account to your SaverLife Profile;  
  
(ii) commit to save a portion of your 2017 tax return refund (“Tax Refund”) by filling out and submitting an electronic pre-commitment form on the Website; and  
  
(iii) deposit at least \$50 of your Tax Refund to the bank account connected to your SaverLife Profile by instructing the Internal Revenue Service to deposit your Tax Refund directly into the bank account connected to your SaverLife Profile.

Participation in the Promotion is voluntary and does not require you to purchase anything from the Promotion Sponsor.

To receive an entry into the Sweepstakes without entering through the method of entry set forth in Section 1(a)-(c), print your first and last name, complete address, telephone number, date of birth and e-mail address (if available) on a three-by-five (3x5)-inch card. Place the card in an envelope, affix first-class postage, and send it to 114 Western Ave, 2<sup>nd</sup> Floor, Boston, MA 02134 with attention to the SaverLife Tax-Time Savings Sweepstakes. Regardless of method of entry, all participants must satisfy the eligibility requirements set forth in Section 4 below in order to be eligible to win a prize. In order to be eligible to be selected on a Sweepstakes Drawing Date, entries must be received (or stamped, if submitted by mail) by 11:59 p.m. on the applicable Entry Deadline.

**To enter the Contest**, you must complete the steps in (d)-(f) below on or before the Promotion End Date:

- (d) enter the Sweepstakes through the method of entry set forth in Section 1(a)-(c);
- (e) (i) visit the Website and (ii) upload a clear, high resolution photograph of yourself, including your face, via the Website; and
- (f) include a caption (between 200-1000 characters) describing your motivation for saving or what you are saving for (the “Theme”).

Limit one (1) entry per person in the Sweepstakes and in the Contest, regardless of method of entry. Only one taxpayer listed on any tax return may enter the Promotion. Mechanically reproduced entries not accepted. All entries become the property of the Promotion Sponsor and Promotion Administrator and will not be returned. If any participant enters the Sweepstakes or the Contest more than once, including through different methods of entry, then the first entry received for such participant will be the only entry considered for such participant. Each entry and all other information provided by a participant in and/or winner of the Promotion to the Promotion Sponsor in connection with the Promotion and/or any prize will be subject to the Promotion Sponsor’s Privacy Policy, located at <https://www.saverlife.org/privacy-policy/>. By entering the Sweepstakes and/or the Contest, you acknowledge that your email address will be made available to the Promotion Sponsor and the Promotion Administrator. You further acknowledge that the Promotion Sponsor is permitted to use

your email address in accordance with the Promotion Sponsor's Privacy Policy, located at <https://www.saverlife.org/privacy-policy/>, and the Promotion Administrator is permitted to use your email address in accordance with the Promotion Administrator's Privacy Policy, located at <https://buildcommonwealth.org/about/privacy-policy>.

**2. Content:** By submitting content to the Promotion Sponsor and/or the Promotion Administrator in connection with the Promotion, you automatically represent and warrant that you have the right to grant, and do hereby grant, to the Promotion Sponsor and the Promotion Administrator the paid-up, royalty-free, perpetual, irrevocable, sublicensable, non-exclusive right and license to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such content (in whole or in part) worldwide and/or to incorporate all or any portion of it in other works in any form, media or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright or other proprietary rights of any party that may exist in such content; and (b) use the content, including without limitation, the right and license to make, use, sell, offer for sale and import any products and/or services which practice or embody, or are configured for use in practicing, all or any portion of the content and the right to practice any methods related to such products or services in connection with use of the content. You warrant that the content has not been copied from any third party and its use by the Promotion Sponsor, the Promotion Administrator or any other third party described in these Official Rules will not infringe or involve the misappropriation of any third-party rights and agree to indemnify and hold harmless the Promotion Sponsor, the Promotion Administrator and all other third parties described in these Official Rules from and against any breach of this warranty.

Under no circumstances will the Promotion Sponsor, the Promotion Administrator or any other third party described in these Official Rules be required to treat content you submit as confidential. The Promotion Sponsor and the Promotion Administrator will be entitled to use the content in accordance with this Section without permission from or compensation to you or any other person. For the avoidance of doubt, neither the Promotion Sponsor nor the Promotion Administrator will be liable to you or any other person for any ideas for the Promotion Sponsor's or the Promotion Administrator's business (including, without limitation, product designs or ideas) derived from the content, and will not incur any liability as a result of any similarities to the content that may appear in any future products or services of the Promotion Sponsor or the Promotion Administrator.

**3. Prizes:** There will be five (5) Sweepstakes winners selected on each Sweepstakes Drawing Date, for a total of fifty (50) winners. The prize for each Sweepstakes winner is \$100. Each winner of a Sweepstakes drawing will be ineligible to win any subsequent Sweepstakes drawing, but will be eligible to win the Contest if such individual chooses to enter the Contest. The odds of being selected as a winner in a Sweepstakes drawing are affected by the number of eligible entries in such Sweepstakes drawing received by the applicable Entry Deadline. Total approximate retail value of all Sweepstakes prizes: \$5,000. There will also be one (1) Contest winner who will receive \$5,000. Winners will be solely responsible for all other expenses not specifically set forth in these Official Rules. The Promotion Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes is permitted. In order to receive a prize, winners will be required to provide proof of identification and, if the applicable winner entered the Sweepstakes through the mail-in entry option, the winner's filed Tax Return and evidence of the winner's Tax Refund. Taxes on any prize, including income and/or sales taxes, are the sole responsibility of the applicable winner. The Contest winner will be issued a 1099 U.S. Tax Form for the retail value of the prize.

**4. Eligibility:** The Promotion is only open to legal residents of the United States or residents who otherwise have an Individual Taxpayer Identification Number who are at least eighteen (18) years old at the time of entry and are eligible for and due a 2017 individual tax refund from the U.S. Internal Revenue Service. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Promotion, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Promotion Sponsor and the Promotion Administrator and warrants that the participant is eligible to participate in the Promotion. Employees, volunteers, independent contractors, officers and directors of the Promotion Sponsor or the Promotion Administrator, any partners of the Promotion Sponsor or the Promotion Administrator in connection with the Promotion, and such parties' affiliates, subsidiaries, advertising, promotion and fulfillment agencies, legal advisors, and their immediate family members and persons living in the same household are not eligible to participate in the Promotion. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

**5. Selection of Winners:** Five (5) Sweepstakes winners will be selected on each Sweepstakes Drawing Date. Winners selected on each Sweepstakes Drawing Date will be randomly selected from all eligible entries that have been received (or stamped, if submitted by mail) by 11:59 p.m. on the applicable Entry Deadline, excluding entries from previous Sweepstakes winners.

The Promotion Sponsor and the Promotion Administrator will select the Contest winner on or about May 25, 2018. A panel of judges, consisting of employees, officers or directors of the Promotion Sponsor and the Promotion Administrator, will choose the Contest winner from all eligible entries received by the Promotion End Date. The panel of judges, in its sole discretion, will select the participant with the highest scoring submissions based on the following criteria: (a) execution of the Theme as conveyed in the caption (75%); and (b) composition and clarity of the photograph (25%). In the event of a tie between two participants for the highest score, the participant(s) whose submission(s) received the higher score(s) for execution of the Theme, as determined by the panel of judges in its sole discretion, will be deemed to have a higher score. If such process does not break the tie, an additional judge, who will be an employee, officer or director of the Promotion Sponsor or the Promotion Administrator, will evaluate the tied entries according to the above criteria and determine the winner. The choice of the Contest winner is final and binding and not subject to review or appeal.

Winners will be notified by mail, telephone or email within one (1) month of the applicable Sweepstakes Drawing Date or, in the case of the Contest winner, the Promotion End Date. In the event a winner does not accept a prize within five (5) days, a winner fails or refuses to sign and return a lawfully required Publicity Consent and Liability Release, a winner is ineligible, or a prize or prize notification is not deliverable, an alternate winner may be selected. The Promotion Sponsor and the Promotion Administrator are not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. Winners agree to use of name, address, likeness and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, winners may be required to sign and return a Publicity Consent and Liability Release.

**6. Conditions:** The Promotion Sponsor, the Promotion Administrator, and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion and fulfillment agencies and legal advisors (collectively, the "Released Entities") are not responsible for, shall not be liable for and hereby disclaim all liability arising from or relating to: (a) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete or unintelligible entries; (b) telephone, electronic, hardware or software

program, network, Internet, computer or other malfunctions, failures or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the applicable Released Entity; (e) any injuries, losses or damages of any kind arising in connection with or as a result of any of the prizes, or acceptance, possession or use of any of the prizes, or from participation in the Promotion; or (f) any printing or typographical errors in any materials associated with the Promotion. The Promotion Sponsor and the Promotion Administrator reserve the right, in their sole discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention or other causes beyond the Promotion Sponsor's or the Promotion Administrator's control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In the event that proper administration of the Promotion is prevented by such causes as contemplated above, the Promotion Sponsor and the Promotion Administrator will pick the winners from all eligible, non-suspect entries received prior to such action. By participating in the Promotion, participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, any of the prizes and/or acceptance, possession, use or misuse of any of the prizes, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity. This Promotion shall be governed by Massachusetts law.

#### **7. Arbitration Agreement; Dispute Resolution By Binding Arbitration:**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

- (a) Agreement to Arbitrate: This Section 7 is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and the Promotion Sponsor and/or the Promotion Administrator, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prizes, acceptance, possession, use or misuse of the prizes, any advertising, or any aspect of the relationship between you and the Promotion Sponsor and/or the Promotion Administrator, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against the Promotion Sponsor and/or the Promotion Administrator on your behalf. You agree that, by participating in the Promotion, you and the Promotion Sponsor and the Promotion Administrator are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- (b) Prohibition of Class and Representative Actions and Non-Individualized Relief: ***YOU AND THE PROMOTION SPONSOR AND THE PROMOTION ADMINISTRATOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS YOU AND THE PROMOTION SPONSOR AND/OR THE PROMOTION ADMINISTRATOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT***

**OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

- (c) Pre-Arbitration Dispute Resolution: The Promotion Sponsor and the Promotion Administrator are always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing the Promotion Administrator's support team at [info@buildcommonwealth.org](mailto:info@buildcommonwealth.org). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Promotion Administrator should be sent to Build Commonwealth, Inc., Attn: Brian Gilmore, 114 Western Avenue, Allston, MA 02134 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Promotion Sponsor and/or the Promotion Administrator and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Promotion Sponsor and/or the Promotion Administrator, as applicable may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Promotion Sponsor, the Promotion Administrator or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Promotion Sponsor or the Promotion Administrator is entitled.
- (d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, [www.adr.org](http://www.adr.org). Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Promotion Sponsor and/or the Promotion Administrator and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, the Promotion Sponsor and the Promotion Administrator, as applicable, agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be

determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- (e) Costs of Arbitration: Payment of all filing, administration and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.
- (f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- (g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 7(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Section 7(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

**8. Winners List**: To obtain the first name, last initial, city and state of the winners after the Promotion End Date, send a separate, self-addressed, stamped envelope marked “SaverLife Tax-Time Savings Winners List” to the Promotion Administrator at the address below. Requests for the winners list must be received no later than ninety (90) days from the Promotion End Date (residents of Vermont and Washington need not include return postage).

**9. Promotion Sponsor and Promotion Administrator:**

**Promotion Sponsor:**

EARN Inc.  
235 Montgomery St., Suite 1050  
San Francisco, CA 94104

**Promotion Administrator:**

Build Commonwealth, Inc.  
114 Western Avenue  
Allston, MA 02134

**10. Notice**: The Promotion Sponsor and the Promotion Administrator reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

**11. Copyright**: ©2017 Build Commonwealth, Inc. All rights reserved. Build Commonwealth, Inc. and the associated logo are the property of Build Commonwealth, Inc. Any other trademarks, product names and company names or logos cited in these Official Rules are the property of their respective owners.