

**SaverLife Grand Prize Story Contest
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. SaverLife Grand Prize Story Contest ("Promotion") begins at 9:00:00 AM Pacific Time ("PT") on March 11, 2019 and ends at 11:59:59 AM PT on May 10, 2019 ("Promotion Period"). *The promotion contains a contest of skill ("Contest"). The computer clock of Sponsor is the official time-keeping device in the Promotion.*

1. ELIGIBILITY: The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older at the time of Promotion registration and have completed the following by the end of the Promotion Entry Period:

- Entrant has joined SaverLife by signing up at SaverLife.org
- Entrant has deposited at least \$50 of their Tax Refund to the bank account connected to their SaverLife Profile by instructing the Internal Revenue Service to deposit their Tax Refund directly into the bank account connector to their SaverLife profile

Employees, officers and directors of EARN, Inc. (the "Sponsor"), and any of its subsidiaries and affiliates, Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. TIMING: The Promotion will consist of three (3) phases, as detailed below:

- **Contest Entry Period:** Begins at or about 09:00:00 AM PT on March 11, 2019 and ends at 11:59:59 AM PT on May 10, 2019
- **Judging Period:** Begins at or about 12:00:00 PM PT on May 10, 2019 and ends at 11:59:59 PM PT on May 26, 2019
- **Winner Announcement:** The Grand Prize Winner will be announced on or about May 27, 2019

HOW TO PARTICIPATE: To participate, go to saverlife.org/grand-prize (the "Website") during the Contest Entry Period to gain access to the Contest entry form, if you have not done so previously. Complete the entry form with your true and correct information (required fields include: Full Name and Email address). Upon completion of contest entry form, you will then be asked to upload an image or video with a corresponding caption (200-1,000 characters) showcasing your motivation for saving or what you are saving for. Acceptable file formats include JPG, PNG, GIF, MPG, MP4, MOV, WMV, AVI.

Limit of one (1) Entry per person, per email address, per day throughout the Promotion Period.

By submitting an Entry, you hereby grant permission for your Entry to be posted on saverlife.org/grand-prize or other websites. You agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Promotion Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any

online social networks (other than for entry into this Promotion), without the express consent of Sponsor in each instance.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties (such as, but not limited to makeup artist or subject) or contains elements not owned by you, (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

REQUIREMENTS OF CONTEST ENTRIES: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted contest entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

3. **JUDGING:** Begins at or about 12:00:00 PM PT on May 10, 2019 and ends at 11:59:59 PM PT on May 26, 2019. The judging panel, selected by the Sponsor, will score each Entry up to the maximum amount of points allowed. Judging will be based on the following criteria:
 - Execution of the Contest Theme, as conveyed in the caption (75%)
 - Composition and Clarify of the image or video (25%)

Entries that do not contain all required entry information, or are considered inappropriate for any reason are not eligible. The Entry with the highest score from the Judges be deemed the potential Contest Grand Prize winner. The two (2) Entries with the next highest scores will be deemed the potential Contest Runner-Up winners. 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 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. Sponsor reserves the right not to award all prizes or to choose fewer than three (3) if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

4. **WINNER NOTIFICATION:** Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. The potential Contest Prize winners will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within five (5) business days of date of issuance. Potential winner(s) will have five (5) days to respond to winning notification before forfeiting their prize. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. All prizes will be fulfilled in approximately six (6) to eight (8) weeks after the promotion has ended. If the potential winning entrant of any Contest prize cannot be contacted; is ineligible; fails to claim the prize; if the Prize Notification is returned undeliverable; or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize will be awarded to an alternate entrant based on the Judging Criteria outlined in Section 3. Winners will be announced on or about May 27, 2019.

5. **PRIZES/PRIZE RESTRICTIONS:** A total of three (3) prizes will be awarded during the Promotion.

CONTEST GRAND PRIZE (1): One (1) Contest Grand Prize will be awarded. The Contest Grand Prize winner will receive one (1) \$5,000 check.

The Approximate Retail Value ("ARV") of the Contest Grand Prize is \$5,000.00

CONTEST RUNNER-UP PRIZES (2): Two (2) Contest Runner-Up Prizes will be awarded. Each Contest Runner-Up Prize winner will receive one (1) \$1,000 check.

The ARV of the Contest Runner-Up Prizes is \$2,000.00

The ARV of all Promotion prizes is \$7,000.00

6. **PRIZE LIMITATIONS: Limit of one (1) prize per person.** If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the administrator, or will be void. Entries generated by script, macro or other automated means, which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

7. **OWNERSHIP OF ENTRIES:** By submitting an Entry, you agree to be bound by these Official Rules and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy posted on the Sponsor website.

- 8. GENERAL PRIZE CONDITIONS:** Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.
- 9. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's privacy policy found at <https://www.saverlife.org/privacy-policy/>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.
- 10. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 11. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above. If for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any

other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 5.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 12. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 13. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form will be issued to all winners.
- 14. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by June 15, 2019 to: SaverLife Grand Prize Story Contest Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

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

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428