

RETAILMENOT HOLIDAY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The RetailMeNot Holiday Sweepstakes (“Sweepstakes”) is sponsored by RetailMeNot, Inc. (“Sponsor”), 301 Congress Avenue, Suite 700, Austin, TX 78701, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on November 20, 2017 at 12:00 PM Eastern Time (“ET”) and ends on December 1, 2017 at 11:59:59 PM ET (“Sweepstakes Period”). The Sweepstakes Period includes the following twelve (12) entry periods (each an “Entry Period”):

Entry Period	Start Date (at 12 AM ET except for Entry Period 1)	End Date (at 11:59:59 PM ET)	Drawing Date
1	11/20/17 at 12 PM ET	11/20/17	11/21/17
2	11/21/17	11/21/17	11/22/17
3	11/22/17	11/22/17	11/27/17
4	11/23/17	11/23/17	11/27/17
5	11/24/17	11/24/17	11/25/17
6	11/25/17	11/25/17	11/27/17
7	11/26/17	11/26/17	11/27/17
8	11/27/17	11/27/17	11/28/17
9	11/28/17	11/28/17	11/29/17
10	11/29/17	11/29/17	11/30/17
11	11/30/17	11/30/17	12/1/17
12	12/1/17	12/1/17	12/4/17

Non-winning entries will carry forward into subsequent Entry Periods. The Administrator’s computer is the Sweepstakes official clock.

- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and advertising and promotion agencies (collectively, “Sweepstakes Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants

and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Sweepstakes, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses. If it is discovered or suspected that an entrant has registered or attempted to register for the Sweepstakes using multiple e-mail addresses or multiple identities, all of that entrant’s entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use.

Entrants must have “cookies” enabled to participate in this Sweepstakes. Entrants who disable “cookies” on their browser will not be able use the Website (defined below) to enter the Sweepstakes.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant must visit www.retailmenot.com/contests (“Website”), enter his/her e-mail address, and complete the registration form by providing all required information, including, but not limited to, complete first and last name (no initials) and confirmation that entrant is at least eighteen (18) years old, agrees to these Official Rules, and consents to receive e-mails or texts related to this Sweepstakes and e-mails and texts for marketing purposes, special offers, and promotions from Sponsor. Entrants may unsubscribe from these e-mails and/or texts at any time by following the instructions to unsubscribe at the bottom of each e-mail or within each text. If an entrant unsubscribes, he/she will still receive his/her entries. After registering for the Sweepstakes, an entrant earns one (1) entry into the applicable Entry Period by following the instructions to claim the daily offer at the Website. Note: redeeming the offer and/or making a purchase is not required to receive a Sweepstakes entry. If an entrant has not claimed a daily offer from a previous day/Entry Period, he/she may claim that offer but will not receive a Sweepstakes entry.

Entry Limit: Limit one (1) entry per entrant per Entry Period. If more than the stated number of entries are received from the same person and/or e-mail address, the entries may, at the Sponsor’s sole discretion, be disqualified.

- 4. RANDOM DRAWINGS:** On or around each Drawing Date listed in Section 1, the Administrator will randomly select the potential Sweepstakes winners, in the quantities set forth in Section 5 below, from all eligible entries received in the applicable Entry Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules, as determined by Sponsor, in its sole and absolute discretion.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

A. Prizes: The following prizes will be available in the Sweepstakes:

Entry Period	Prize	Quantity	ARV (each)	ARV (total)
1	\$250 American Airlines e-Gift Card	20	\$250	\$5,000
2	\$250 Toys R Us e-Gift Card	20	\$250	\$5,000
3	Instant Pot 7-in-1 Pressure Cooker (6 qt; Stainless Steel)	30	\$99.99	\$2,999.70
4	Dyson V7 Motorhead Cord-free Stick Vacuum	20	\$399.99	\$7,999.80
5	\$10 Macy's e-Gift Card	1,930	\$10	\$19,300

6	Apple - MacBook Pro® (13" Display; Intel Core i5; 8 GB Memory; 512GB Flash Storage)	10	\$1,999.99	\$19,999.90
7	iRobot Roomba 895 Wi-Fi Connected Robotic Vacuum	20	\$679.99	\$13,599.80
8	Samsung Flat 65" LED 4K UHD The Frame SmartTV 2017 Model	5	\$3,499.99	\$17,499.95
9	KitchenAid® Artisan® Design Series 5 Quart Tilt-Head Stand Mixer with Glass Bowl	10	\$479	\$4,790
10	\$50 Papa John's e-Gift Card	100	\$50	\$5,000
11	YETI Tundra 105 Cooler	10	\$479.99	\$4,799.90
12	Nest Learning Thermostat, 3rd generation	15	\$249	\$3,735

All trademarks in the above table are property of their respective owners. The Sweepstakes is in no way sponsored by or affiliated with any of the above trademarks or trademark owners. No more than the above stated numbers of prizes will be awarded in the Sweepstakes. All gift card prizes are subject to any terms and conditions set forth by the issuer.

B. Total ARV: The total ARV of all prizes available in the Sweepstakes is \$109,724.05.

C. Odds of Winning: The odds of winning a prize depend on the number of eligible Sweepstakes entries received during each Entry Period.

D. General Conditions: Limit one (1) prize per person/household.

6. HOW TO CLAIM A PRIZE: After each random drawing, the Administrator will notify each potential winner via e-mail at the e-mail address provided at the time of registration. For a potential winner of a prize valued at \$600 or more, before being declared a winner, the potential winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). A potential winner must return a fully executed and notarized Affidavit to the Administrator within three (3) calendar days or the prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential winner fails to return an executed and notarized Affidavit within the three (3) calendar day deadline (if applicable), the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes will be mailed to verified winners at the street address provided at the time of registration within approximately six (6) to eight (8) weeks from the end of the Sweepstakes. Sponsor will issue an IRS Form 1099-MISC for each winner whose Prize is valued at \$600 or more.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; (viii) stolen personal information, including but not limited to phone numbers, name, address, etc. of entrant; and (ix) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); (h) the negligence or willful misconduct by entrant; (i) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (j) incorrect or inaccurate transcription, receipt or transmission of any part of any Sweepstakes entry (including, without limitation, the registration information or any parts thereof), (k) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by

any of the Released Parties or by an entrant, (l) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems, (m) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its contents related to or resulting from any part of the Sweepstakes, (n) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, or (o) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Sponsor's privacy policy is available at <https://www.retailmenot.com/static/privacy/>.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media

worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - RetailMeNot Holiday Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than February 1, 2018.

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