

**OFFICIAL SWEEPSTAKES RULES FOR THE UPVOICE  
MEMORIAL DAY 2020 FACEBOOK GIVEAWAY  
NO PURCHASE REQUIRED TO ENTER OR WIN**

1. **ELIGIBILITY:** OPEN TO INDIVIDUALS WHO ARE AT LEAST THE AGE OF 18 AS OF THE DATE OF ENTRY AND ARE LEGAL RESIDENTS OF THE UNITED STATES.

Employees or agents of the Sponsor (as defined below) and each of their respective affiliates, subsidiaries, advertising/promotional agencies, providers, suppliers as well as their immediate families (spouse, parents, siblings and children) or those persons living in the same household of such individuals, are ineligible to enter or win. The Sweepstakes are subject to all applicable federal, state, city, county, and local laws and regulations.

2. **SPONSOR:** The Sweepstakes is sponsored by BrandTotal Inc, a Delaware company with its principal business address at 49 W 23<sup>rd</sup> Street, New York, New York 10010 (the "Sponsor"). BrandTotal Inc hereby declares that Facebook is in no way sponsoring, endorsing, administering or in any way associated with Facebook.
3. **HOW TO ENTER; SWEEPSTAKES LOCATION:** In order to enter, entrants must (i) download an extension (each, an "Extension") available here (the "Post"), and (ii) add such extension to their browser (together, an "Entry").

Any use of robotic, automatic, programmed or comparable entry methods will void all such entries by such methods.

4. **THE ENTRY PERIOD:** The Entry period for the Sweepstakes **begins** on Wednesday May 20, 2020, 12:01 AM US Eastern Standard Time (EST) and **ends** on Sunday, May 31, 2021, 11:59 PM EST (the "Entry Period").
5. **ENTRANTS BOUND BY THESE OFFICIAL RULES:** Your Entry into the Sweepstakes constitutes your full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor, which are final and binding. If you are named the winner, delivery of the prize set forth in Section 10 ("Prize") is contingent upon fulfilling all requirements set forth in these Official Rules.
6. **PRIZE WINNER SELECTION:** The winner will be the person whose Entry is randomly selected via an automated process, from all eligible Entries received, to be held after the end of the Entry Period. All decisions of the Sponsor are final and binding.

THE WINNER WILL BE NOTIFIED VIA THE FACEBOOK ACCOUNT BY THURSDAY, June 4<sup>th</sup>, 2020, AT 11:59 PM EST ("Date of Announcement"). **In order to be eligible, the winner must not delete the UpVoice extension at all times during the Entry Period and until the time of the Date of Announcement.**

THE POTENTIAL WINNER WILL NOT RECEIVE THE PRIZE UNTIL HIS/HER ELIGIBILITY AND IDENTITY HAS BEEN VERIFIED. IN ADDITION, THE SPONSOR WILL SELECT TWO ALTERNATE WINNERS, WHO WILL BE ELIGIBLE TO WIN IF THE INITIAL POTENTIAL WINNER IS NOT ELIGIBLE.

BY SUBMITTING YOUR ENTRY YOU HEREBY AGREE AND ACCEPT THE ABOVE.

7. **VERIFICATION OF THE POTENTIAL WINNER:** Except where prohibited, the potential winner may be required to sign and deliver to the Sponsor, at the following email: [contact@joinupvoice.com](mailto:contact@joinupvoice.com) within 2 days of the date notice is given via email to the potential winner (or sent to the potential winner at the email address or postal address given by the

potential winner to the Sponsor), the affidavit of eligibility, proof of age and residency at time of entry (which would include a photocopy of the Entrants' ID), and a liability/publicity release in order to claim the Prize. If the potential winner cannot be contacted, or fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, that potential winner forfeits the Prize and an alternate winner will be chosen as outlined below.

8. **ALTERNATE WINNER:** If the winner is found to be ineligible, the first potential alternate winner identified above in Section 7 will be selected in accordance with the terms specified under section 6 (the “Prize Winner Selection”). The first potential alternate winner will not receive the Prize until her/her eligibility and identity has been verified. If the first potential alternate winner is not eligible, then the process will be repeated with the second alternate winner. If none of the initial winner, first alternate winner or second alternate winner are eligible, then the Sponsor will not give away the Prize.

9. **RESTRICTIONS:**

All Entries must be received during the Entry Period.

One entry per user.

Failure to comply with these Official Rules may result in your disqualification from the Sweepstakes at the sole discretion of the Sponsor.

Entrants understand and accept that Facebook does not permit entrants to share the post referring to the Sweepstakes in their personal profile.

10. **CONSUMER DISCLOSURE.**

**PRIZE:** The following prize will be awarded:

Number of Winners: 1

Description of Prize: Winner will receive a coupon code worth US\$100 (One Hundred Dollars) to be used on [www.tremendous.com](http://www.tremendous.com) (“Coupon Code”). The user will be able to choose their preferred gift card from a selection of gift cards that our gift card provider, Tremendous (<https://www.tremendous.com/products/gift-cards>), offers.

11. **ODDS OF WINNING:** Because this is a sweepstakes involving the random selection among Entries, your odds of winning depend on the number of eligible entries received.

**NOTE:** The winner is solely responsible for all taxes and fees associated with Prize receipt and/or use. No alternative prize, cash or other substitution, sale, auction, donation, assignment or transfer of the Prize is permitted, except by the Sponsor, who reserves the right to substitute the prize with another prize of comparable or greater value that will become effective upon announcement.

12. **RELEASE:** To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the Sweepstakes and win the Prize, you, for yourself, your heirs, next of kin, administrators and executors, forever waive, release and hold harmless (“Release”) any and all rights, claims, damages, liabilities, costs, attorneys' fees, expenses, and causes of action whatsoever (“Claims”) that you may have against the Sponsor and its affiliates, Facebook, and their respective officers, directors, employees, and agents (the “Released Parties”). This Release covers, without limitation, any claims arising directly or indirectly out of your entry into and participation in the Sweepstakes, your status as an entrant, finalist and/or a potential and/or actual winner, including, without limitation, claims regarding forfeit of prizes not used by the winner as stated in Section 10 above, claims based on personal injury, death, property damage, libel, slander, defamation, invasion of privacy/publicity,

portrayal in a false light and any claim relating to the Sponsor's exercise of the publicity rights you have granted to the Sponsor hereunder. Further, you hereby release the Released Parties from any third party intellectual property claims arising from or in connection with your entry. This release survives the expiration of the Sweepstakes.

13. **INDEMNIFICATION.** You agree to release, defend (or, at Sponsor's discretion, to pay for Sponsor's defense), indemnify and hold Sponsor harmless from any Claims in connection with the Sweepstakes, or resulting from acceptance, possession, or use of the Prize, including without limitation, personal injury, death and property damage, and Claims based upon intellectual property infringement, publicity rights, defamation, or invasion of privacy as well as Claims arising out of your breach of these Official Rules.
14. **PUBLICITY:** Except where prohibited by applicable law, participation in the Sweepstakes constitutes your consent to the Sponsor's use of your name, photograph, and story for promotional purposes in perpetuity in any media, worldwide, without further payment of consideration to you and without obtaining any prior approvals.
15. **COLLECTION AND USE OF PERSONAL INFORMATION:** The Sponsor will collect personal information from you and the other entrants (including, for example, your email) that will be used by the Sponsor in connection with the conduct of the Sweepstakes including (but not limited to) notifying you and the other entrants if you are chosen as a finalist, as well as use for the Sponsor's business, such as providing you with future offers of products or services which may be of interest to you. The information will be treated in accordance with the Sponsor's privacy policy at: [https://privacy.joinupvoice.com/privacy\\_policy.pdf](https://privacy.joinupvoice.com/privacy_policy.pdf)
16. **GENERAL CONDITIONS:** The Sponsor reserves the right to cancel, postpone, suspend and/or modify the Sweepstakes for any reason as determined by the Sponsor in its sole discretion. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be: (a) providing false information; (b) tampering with the operation of the Sweepstakes; (c) in violation of these Official Rules; or (d) acting in a fraudulent or deceptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any of these Official Rules shall not constitute a waiver of that provision. The Sponsor is not responsible for (i) lost/delayed Entries; (ii) email failures; (iii) any printing errors; or (iv) any typographical errors.
17. **LIMITATION OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including but not limited to the malfunctioning or unavailability of any computer, cable, network, hardware, software, Internet service or website; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property, including but not limited to your computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes or receipt, redemption or use of the Prize.

YOUR PARTICIPATION IN THE SWEEPSTAKES IS AT YOUR OWN RISK. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES ESTABLISHED BY APPLICABLE LAW AS REPRESENTATIONS AND WARRANTIES THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, SPONSOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SWEEPSTAKES OR THE PRIZE, INCLUDING ANY

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPONSOR SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES AND/OR EXPENSES ARISING OUT OF OR RELATED TO YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES AND/OR YOUR USE OF THE PRIZE, OR FROM ACTS OF MISCONDUCT OF OTHER PARTICIPANTS OR THIRD PARTIES.

Unless prohibited by law, Sponsor liability shall be limited to One U.S. dollar (US\$1.00).

18. **DISPUTES:** These Official Rules are governed by and construed under the laws of the State of New York, excluding its conflicts of law rules. Except where prohibited, you agree that: any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded, other than the administration of the Sweepstakes or the determination of winners, shall be resolved individually and exclusively, without resort to any form of class action, by arbitration conducted in New York, NY, by a sole arbitrator (“Arbitrator”) in accordance with the rules of the American Arbitration Association (“AAA”). The Arbitrator shall be appointed by agreement of the parties; if the parties fail to agree upon the Arbitrator within thirty (30) days of notice of arbitration provided by either party, the AAA shall appoint the Arbitrator. The Arbitrator shall be bound by the provisions of these Official Rules and shall be made aware of the terms hereof prior to his or her appointment. Upon rendering a decision, the Arbitrator shall state in writing the basis for the decision. The Arbitrator’s decision shall be final and binding upon the parties, provided however that a party may petition a court of competent jurisdiction to vacate the Arbitrator’s award or decision on the grounds of the Arbitrator’s failure to abide by the provisions of these Official Rules. Judgment on the award or any other final or interim decision rendered by the Arbitrator may be entered, registered or filed for enforcement in any court having jurisdiction thereof.
19. **SEVERABILITY:** If any provision of these Official Rules is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not have any effect on any other provision of these Official Rules, all of which shall remain in full force and effect.
20. **WINNER:** To receive the name of the Winner or a copy of the Official Rules, send a self-addressed stamped envelope for receipt by September 1, 2020 to BrandTotal, Inc., Attn: Sweepstakes Winner; 49 W 23<sup>rd</sup> Street, New York, New York 10010.