## MyDailyMoment Sweepstakes/ Grand Prize Drawing Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

FOR PERSONS WHO ENTER THE GRAND PRIZE DRAWING THROUGH THIS CREATIVE PRESENTATION, THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD.

**1. Introduction.** MyDailyMoment Sweepstakes/Grand Prize Drawing ("Sweepstakes") is sponsored by HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 ("Sponsor") and is being administered by Flatiron Media, LLC, 20 West 22<sup>nd</sup> Street, Suite 908, New York, NY 10010. The Grand Prize Drawing is offered in conjunction with multiple companies ("Promoters") through different Web sites ("Creative Presentations"), announcing many different prizes. One such Promoter is Flatiron Media, LLC. One (1) winner will be selected in a random drawing from among all eligible entries received through all Creative Presentations. The prize for which an entrant is eligible depends on the Creative Presentation through which the entrant entered the Grand Prize Drawing.

ONLY ONE (1) GRAND PRIZE ACROSS ALL CREATIVE PRESENTATIONS WILL BE AWARDED.

- **2. Timing.** The Sweepstakes begins October 1, 2016 at 12:00 a.m. Eastern Time ("ET") and ends December 31, 2016 at 11:59 p.m. ET ("Promotion Period"). Promoter's computer is the official time keeping device for this Sweepstakes. Various Creative Presentations may be added to the Grand Prize Drawing throughout the Promotion Period.
- **3. Eligibility.** The Sweepstakes is open only to legal residents of the fifty (50) United States (including D.C.) who are at least eighteen (18) years of age at the time of entry and who are not members of MyDailyMoment.com as of October 1, 2016. Void where prohibited. Employees, officers and directors of Sponsor and Promoters (including Flatiron Media, LLC), any prize contributors, their respective related companies, franchisees and agents, as well as the immediate family (defined as parents, spouse, children, siblings and grandparents) and household members of each such employee, officer and director are not eligible to enter. All federal, state, and local laws and regulations apply. By participating, entrant agrees to abide by these Official Rules and the decisions of Sponsor and Promoter, which are final and binding in all respects.
- 4. How to Enter. You will need to register for a MyDailyMoment account ("Account") to participate in the Sweepstakes. To register for an Account, visit the MyDailyMoment Grand Prize Sweepstakes at www.mdmexclusives.com and follow the links and instructions to register for an Account. By registering, you will sign up to receive occasional special offers from <a href="http://www.mydailymoment.com/">http://www.mydailymoment.com/</a>. Then, follow the directions to complete and submit the registration form, including a valid home address. P.O. Boxes are not permitted. You will be presented with a MyDailyMoment partner offer. After reviewing the offer, you will automatically receive one (1) Grand Prize Drawing entry. To opt-out of your subscription at any time, visit <a href="http://www.mydailymoment.com/">http://www.mydailymoment.com/</a> and read the details in the website disclaimer. If you have previously opted out of receiving emails from Promoter, you will need to register for a subscription, but you will not be added back to any kind of email list.

<u>Limit</u>: Each entrant may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or

other organization responsible for assigning email addresses for the domain associated with the submitted address.

You may enter the Grand Prize Drawing through as many Creative Presentations as you like.

- 5. Drawing. Receiving a prize is contingent upon compliance with these Official Rules. Sponsor will randomly select one (1) Promoter's Creative Presentation from among all Creative Presentations and Sponsor will then select one (1) potential Grand Prize winner from among all eligible entries received through the selected Creative Presentation, on or about January 27, 2017. The potential Grand Prize winner will be notified after the date of the random drawing. Except where prohibited, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return an Declaration of Compliance, Liability and Publicity Release which must be received by Sponsor, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If the potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period, or prize is returned as undelivered, potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential Grand Prize winner is disqualified for any reason, an alternate winner will be selected in a random drawing from among all eligible entries received for the selected Creative Presentation. Only three (3) alternate winners will be selected, after which the Grand Prize will remain un-awarded. The Grand Prize will be fulfilled approximately 8-10 weeks after winner verification.
- **6. Prize.** ONE (1) GRAND PRIZE: One (1) Grand Prize for the Grand Prize Drawing will be awarded. The exact prize for which an entrant is eligible depends on the Creative Presentation through which he/she entered. The Grand Prize for a potential winner who entered through this Sweepstakes will be \$10,000. Approximate Retail Value: \$10,000. The odds of this Creative Presentation being selected depend on the total number of Creative Presentations. If this Creative Presentation is selected, the odds of winning depend on the number of entries received through this Creative Presentation. Winner is solely responsible for all federal, state, and local taxes and other fees associated with prize receipt and use. No substitution, assignment or transfer of prizes permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value if prize cannot be awarded as stated.
- **7. Publicity.** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsors' use of winner's name, likeness, voice, opinions, hometown and state for promotional purposes in any media without further payment or consideration.
- **8. General Conditions.** Sponsor and Promoter reserve the right to cancel or modify the Sweepstakes if fraud, technical failures, human error or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor and Promoter in their sole discretion. In such event, Sponsor and Promoter reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor and Promoter reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of this or any other Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage Promoter's or any Sweepstakes Web site or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor and Promoter reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's and Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **9. Release.** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Promoter, their respective related companies, franchisees, and each of their respective officers, directors, employees and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **10. Limitations of Liability.** Sponsor and Promoter are not responsible for and entrant hereby releases Sponsor and Promoter from any claims arising from: (1) incorrect or inaccurate transcription of entry

information or late, lost, stolen, illegible, incomplete, misdirected, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes: (5) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or from downloading any material from Sponsor's or Promoter's Web site(s), regardless of whether the material was prepared by Sponsor, Promoter, or a third party, and regardless of whether the material is connected to Sponsor's or Promoter's Web site by a hypertext link. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Grand Prize Drawing, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

- 11. Disputes. Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor and Promoter in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **12. Data Collection.** Sponsor and Promoter collect personal information from you when you enter the Sweepstakes. The information collected is subject to both the Sponsor's Privacy Policy <a href="http://www.helloworld.com/privacy-policy">http://www.helloworld.com/privacy-policy</a> and the Promoter's Privacy Policy <a href="http://www.mydailymoment.com/about\_us/about\_us/privacy\_policy.php">http://www.mydailymoment.com/about\_us/about\_us/privacy\_policy.php</a>.
- **13. Winner List:** For a winner list, visit http:// bit.ly/1OP6pGm. The winner list will be posted after winner confirmation is complete.
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