# SURVEYPOLICE 12 DAYS HOLIDAY WINNING SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE SURVEYPOLICE 12 DAYS OF HOLIDAY WINNING SWEEPSTAKES IS SPONSORED BY AFFILITY MEDIA INC. (THE "SPONSOR").

**SWEEPSTAKES DETAILS: NO PURCHASE NECESSARY.** The SurveyPolice 12 Days of Holiday Winning Sweepstakes (the "Sweepstakes") starts at 12:00:00 AM Pacific Time (PST) on Friday, December 1, 2017 and ends at 11:59:59 PM PST on December 12, 2017 (the "Sweepstakes Period").

Sponsor's computer is the official time-keeping device for the Sweepstakes.

## 1. ELIGIBILITY:

SWEEPSTAKES s IS INTENDED FOR RESIDENTS OF CANADA (EXCLUDING THE PROVINCE OF QUEBEC) AND THE 50 UNITED STATES, and the DISTRICT OF COLUMBIA who are at least EIGHTEEN (18) years of age or older at the time of entry. These SWEEPSTAKES shall be governed in accordance with the laws of the province of BRITISH COLUMBIA. Employees of Affility Media, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Sweepstakes or production or distribution of Sweepstakes materials, (collectively, the "Sweepstakes Parties"), and the immediate family members (parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void outside Canada, the U.S., in Puerto Rico, and where prohibited by law.

#### 2. HOW TO ENTER:

There are two (2) methods of entry.

Method #1 – Survey Panel, Website, or GPT Review: You can enter the Sweepstakes by going online to <a href="https://www.surveypolice.com/12-days of-holiday-winning">https://www.surveypolice.com/12-days of-holiday-winning</a> (the "Website") anytime during the Daily Entry Period (as defined below). Users must register in the "Sign Up" section of surveypolice.com providing a valid email address in order to leave a review for a survey panel, website, or Get-Paid-To program (a "Website Review"). Follow the on-screen instructions by writing a review for a survey panel, website or a GPT program (individually and collectively "Entries"). By clicking submit, and having the review marked as "Approved" by the Sponsor, the entrant will receive one (1) entry into the Sweepstakes. Reviews must

# abide by the TERMS OF SERVICE and our PRIVACY POLICY

(https://www.surveypolice.com/feedback-guidelines) and Feedback Guidelines (https://www.surveypolice.com/feedback-guidelines) and must be marked as "Approved" by the Sponsor. Website Reviews that are submitted prior to the Daily Entry Period but are edited or revised or marked as "Approved" by the Sponsor during the Daily Entry Period will also be eligible. All Entries must be submitted by 11:59:59 p.m. PST on December 12, 2017 as determined by Sponsor's computer to be eligible. All entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy (https://www.surveypolice.com/privacypolicy). Entries generated by script, macro or other automated means and entries by any means which subvert the entry process will be void. There is no limit to the number of entries permitted during the Daily Entry Period.

**Method #2 - Mail-In Entry:** Send a hand-written postcard, including your name, e-mail address, and complete address, and mail to: SurveyPolice "12 Days of Holiday Winning" Sweepstakes, Affility Media Inc., 246-2912 West Broadway Ave., Vancouver, BC V6K 0E9 Canada; Each postcard must be mailed separately and must be postmarked between the Entry Period Start Date and Mail-In Entry Postmark Date, and received by the Mail-In Entry Received-By Date.

To protect your privacy, it is recommended participants send any mail-in entries in an envelope. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

# 3. LIMITATION OF ENTRY

There is no limit to the number of entries permitted during the Daily Entry Period, however entrants must only register as a member of SurveyPolice once, even if the entrant has more than one email address. In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

# 4. AGREEMENT TO OFFICIAL RULES:

By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and

binding in all matters related to the Sweepstakes. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

#### 5. CONDITIONS OF ENTRY:

As part of the Sweepstakes entry process, entrants will be required to indicate that they have read, accept and agree to be bound by these Official Rules. Website Reviews do not need to be positive and must be at least 50 characters in length. The length and/or content of a review will not improve your chances of winning. Incomplete entries are void. Reviews submitted must be for different survey panels, website, or GPT programs listed on SurveyPolice.com. Reviews must abide by the SurveyPolice Terms of Service (<a href="https://www.surveypolice.com/termsofservice">https://www.surveypolice.com/termsofservice</a>) and Feedback Guidelines (<a href="https://www.surveypolice.com/feedback-guidelines">https://www.surveypolice.com/feedback-guidelines</a>) and must be marked as "Approved" by the Sponsor. Reviews submitted before December 1, 2017 12:00 am, but are edited or marked by "Approved" by Sponsor during the Sweepstakes Period, will be considered an entry into the Sweepstakes. If the Sponsor determines that the content of the entry is obscene, offensive, or inappropriate, the entry will not be eligible for any prize consideration and may be withdrawn from the Sweepstakes at any time at the sole discretion of the Sponsor.

Any individual that, in the sole discretion of Sponsor, is suspected of submitting entries by means including but not limited to establishing multiple e-mail accounts, will be disqualified from participation in this Sweepstakes. The name of the person submitting the Sweepstakes entry must be the authorized account holder of such email address, otherwise, entry may be deemed void.

In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address during the Sweepstakes Period. Proof of submission of entry does not constitute proof of delivery or entry. All entries become the property of Sponsor and will not be returned to entrant. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or other similar service) will be disqualified and transmissions from these or related email or IP addresses may be blocked.

# 6. OWNERSHIP AND USE OF ENTRIES:

ALL ENTRIES (BOTH WINNING AND NON-WINNING) BECOME THE SOLE PROPERTY OF SPONSOR. Sponsor reserves all rights, including the right to edit, publish, use, display, adapt, modify, or dispose of any Entries including without limitation product reviews, proper names, likenesses, photographs, and/or city/states/provinces for advertising and promotional purposes in all media now or hereinafter existing (including and without limitation, the Internet) without additional compensation, except where prohibited by law. Submission further constitutes entrant's assignment and transfer to Sponsor of any and all rights, title and interest in the entry, without limitation, including all copyrights and trademark rights and waiver of all moral rights. Entrant warrants and represents that their entry is original and does not infringe the rights of any third party and hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the entry, or any derivative works infringe any of entrant's rights as creator of the entry, including, without limitation, trademark rights, copyrights and moral rights or "droit moral." All elements of all entries, including all United States and Canada and all other intellectual property rights in the entries, shall be owned exclusively by Sponsor. Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

#### 7. PRIZES:

**Twelve (12) Grand Prizes:** \$20.00 USD Amazon.com e-Gift Card **or** \$25.00 CAD Amazon.ca e-Gift Card for winners located in Canada. Total approximate retail value ("ARV"): \$240.00 USD. Approximate Retail Value of all prizes, \$240.00 USD.

Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Sweepstakes Prize per person during the Sweepstakes Period.

Any potential winner who is a resident of Canada will also be required to correctly answer a time-limited skill-testing question without any assistance in order to be eligible to receive a prize.

Odd of winning will depend upon the total number of eligible entries received. Winners are responsible for all federal, state and/or provincial, local and/or municipal and income taxes associated with winning a prize. AFFILITY MEDIA INC. SHALL BEAR NO RESPONSIBILITY FOR ALL PRIZE WINNERS TO REMIT TAXES OWING. ALL PRIZE WINNERS

ACKNOWLEDGE THEIR RESPONSIBILITY TO REMIT A PORTION OF THEIR WINNINGS AS TAXES OWING TO THE CRA and/or IRS.

Amazon.com is not a sponsor of this program. For complete gift card terms and conditions, see www.amazon.com/gc-legal. ©,®,™ Amazon.com Inc. and/or its affiliates, 2016. No expiration date or service fees.

Amazon.ca is not a sponsor of this program. For complete gift card terms and conditions, see www.amazon.ca/gc-legal. ©,®,™ Amazon.ca Inc. and/or its affiliates, 2016. No expiration date or service fees.

# 8. PRIZE DETAILS:

ALL PRIZE WINNERS AGREE THAT THE PRIZES ARE PROVIDED ON AN AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION TO, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prizes will be awarded to Winners approximately two (2) calendar days after confirmation of winner eligibility. All federal, provincial, state or other tax liabilities arising from this Sweepstakes are the sole responsibility of the Prize Winners. No substitution, cash equivalent, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right, in its sole discretion, to substitute a prize (or portion thereof) with one of equal or greater value if advertised prize is unavailable. If the actual value of the prize is lower than the stated ARV when prize is fulfilled, the difference between the ARV and actual value will not be awarded. Winners are responsible for the payment of taxes on the prize and for any other costs and expenses associated with the acceptance and use of the prize not specifically described above.

#### 9. DAILY DRAWINGS:

Each Daily Drawing will consist of (i) an entry period (a "Daily Entry Period") that will begin at a specified time (each a "Daily Entry Period Start Time") as detailed in the chart below and will end at a specified time (each a "Daily Entry Period End Time") as detailed in the chart below and (ii) a random Daily Drawing conducted on the Daily drawing date ("Daily Drawing Date") specified in the chart below (the "Daily Drawing Chart") from among all eligible Entries received during such Daily Entry Period. Entries must be received before the end of the Daily Entry Period to be eligible for the corresponding Daily Drawing.

#### **10. DAILY DRAWING CHART:**

1	12/1/17 at 12:00 AM PST	12/1/17 at 11:59 PM PST	12/2/17
2	12/2/17 at 12:00 AM PST	12/2/17 at 11:59 PM PST	12/3/17
3	12/3/17 at 12:00 AM PST	12/3/17 at 11:59 PM PST	12/4/17
4	12/4/17 at 12:00 AM PST	12/4/17 at 11:59 PM PST	12/5/17
5	12/5/17 at 12:00 AM PST	12/5/17 at 11:59 PM PST	12/6/17
6	12/6/17 at 12:00 AM PST	12/6/17 at 11:59 PM PST	12/7/17
7	12/7/17 at 12:00 AM PST	12/7/17 at 11:59 PM PST	12/8/17
8	12/8/17 at 12:00 AM PST	12/8/17 at 11:59 PM PST	12/9/17
9	12/9/17 at 12:00 AM PST	12/9/17 at 11:59 PM PST	12/10/17
10	12/10/17 at 12:00 AM PST	12/10/17 at 11:59 PM PST	12/11/17
11	12/11/17 at 12:00 AM PST	12/11/17 at 11:59 PM PST	12/12/17
12	12/12/17 at 12:00 AM PST	12/12/17 at 11:59 PM PST	12/13/17

#### 11. WINNER DETERMINATION:

On the drawing dates set forth, a random drawing will be conducted using http://www.random.org by Sponsor from among all eligible entries received for the sweepstakes, whose decisions are final and binding in all matters relating to this Sweepstakes.

The Sponsor will cause one (1) potential winner to be randomly selected as eligible to win the Prizes, as applicable, from among all eligible Entries received during the applicable Daily Prize Qualification Period (see above). The daily prize draws for \$20.00 Amazon.com e-gift cards for USA winners or \$25.00 CAD Amazon.ca e-gift cards for Canadian winners, daily to be given away for the dates of December 1, 2017 to December 12, 2017 (1 prize for each calendar day), will take place on the Daily Drawing Dates, as listed above.

## 12. WINNER NOTIFICATION:

All potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. All potential Prize Winners will be notified within TWO (2) calendar days of date of winner determination via e-mail at the email address provided at time of entry by the Sponsor. The potential Prize Winners may be required to sign and return to Administrator an Affidavit of Eligibility/Liability Release including (where lawful) a publicity release for receipt by Sponsor within TWO (2) days of

notification in order to claim his/her prize. Prizes will be awarded within approximately TWO (2) calendar days after the winner is verified.

#### **13. PRIZE WINNER FORFEITURE:**

If a potential Prize Winner (i) cannot be contacted after a reasonable attempt has been made by Administrator (as determined in Sponsor's sole discretion); (ii) fails to timely return the required paperwork without alteration and in the form presented by Administrator; (iii) refuses the prize; and/or (iv) the prize or prize notification is rejected or returned as undeliverable, such potential winner forfeits all rights to be deemed a winner in the Sweepstakes and receive the prize, and an alternate potential winner may be determined at the Sponsor's sole discretion. Sponsor may use the Winner's name, city, state, province, likeness, and/or prize information in connection with the Sweepstakes, worldwide, in any and all mediums now or hereinafter existing including without limitation the Internet, and without further payment or consideration, except where prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winners will indemnify Sweepstakes Parties against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of the terms of these Official Rules.

#### 14. CONDUCT:

By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the judges that shall be final and binding in all respects. These Official Rules are accessible at <a href="https://www.surveypolice.com/files/12-days-of-holiday-winning-sweepstakes.pdf">https://www.surveypolice.com/files/12-days-of-holiday-winning-sweepstakes.pdf</a> throughout the Sweepstakes Period. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: <a href="many-ant-entrant-ent

## **15. LIMITATIONS OF LIABILITY:**

Sweepstakes Parties assume no responsibility or liability for (a) all incorrect or inaccurate information, whether caused by entrant, printing errors or by any equipment or programming

associated with or utilized in the Sweepstakes, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access or intervention to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; (e) any injury or damage to participant's or to any other person's computer or other property which may be caused or related, directly or indirectly, in whole or in part, to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes or receipt or use or misuse of any prize; or (f) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or any combination thereof, or for any typographical/other error in entries, or selection announcement. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If an error occurs that results in more winning prizes being distributed or more prizes claimed than advertised, the intended number of prizes will be awarded in a random drawing from among all verified prize claims received for that prize level. In no event will the Sponsor be obligated to award more than the stated number of prizes offered. In the event an insufficient number of eligible submissions are received or Sponsor is prevented from awarding prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated for Force Majeure before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect submissions received as of the date of the event giving rise to the termination.

## 16. DISPUTES:

EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, AND EXCLUSIVELY BY A COURT LOCATED IN THE PROVINCE OF BRITISH COLUMBIA; (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, INDIRECT, 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. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES. OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE PROVINCE OF BRITISH COLUMBIA OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE PROVINCE OF BRITISH COLUMBIA. ALL PRIZES ARE AWARDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND.

# 17. RELEASE:

By participating, entrant agrees to release and hold harmless Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, pecuniary loss or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

### 18. GENERAL CONDITIONS:

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive 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,

Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

As a condition of entry into the Sweepstakes, entrants agree to release and hold harmless Affility Media Inc., and its respective parents, subsidiaries and affiliated companies, suppliers, distributors, application developers, advertising, promotional or judging agencies, and each such company's officers, directors, employees, and agents from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Sweepstakes page; submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership or use of any prize awarded; or any typographical or other error in these Official Rules or the announcement of offering of any prize. Except where prohibited by law, the Winners shall grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known (including without limitation use online at the Web Site) the Winner's name, city, state, likeness, and/or prize information in connection with the Sweepstakes, without additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

## 19. ENTRANT'S PERSONAL INFORMATION:

Information collected from entrant is subject to Sponsor's Privacy Policy (<a href="https://www.surveypolice.com/privacypolicy">https://www.surveypolice.com/privacypolicy</a>).

# **20. WINNER'S LIST:**

Winner List requests will only be accepted after the Sweepstakes end date (December 12, 2017) and no later than January 15, 2017. For the Winner List, send a stamped, self-addressed envelope to: SurveyPolice "12 Days of Holiday Winning" Sweepstakes

<u>Winner Confirmation Request</u>, Affility Media Inc., 246-2912 West Broadway Ave., Vancouver, BC V6K 0E9 Canada.

# **21. SPONSOR/ADMINISTRATOR:**

Affility Media Inc. 246-29012West Broadway Ave., Vancouver, British Columbia, V6K 0E9 Canada.