

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU IF YOU REGISTER FOR THIS PROGRAM.

BY REGISTERING FOR THE REWARDS PROGRAM (THE "PROGRAM"), BY REVIEWING THESE REWARDS PROGRAM RULES THAT GOVERN YOUR USE OF THE PROGRAM ("RULES"), YOU AGREE TO THESE RULES AND YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS STATED HEREIN. IF YOU DO NOT AGREE TO THESE RULES, DO NOT REGISTER FOR THE PROGRAM. REWARDS MAY BE REDEEMABLE ONLY FROM SELECT RETAILERS AS IDENTIFIED FROM TIME TO TIME BY SAYSO, LLC, WHOSE PRINCIPAL PLACE OF BUSINESS IS 227 BROADWAY, SUITE 300, SANTA MONICA, CA 90403 ("SPONSOR"). SPONSOR RESERVES THE RIGHT TO MODIFY OR TERMINATE THE PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, AS OUTLINED BELOW, EVEN THOUGH SUCH CHANGES MAY AFFECT THE REDEMPTION VALUE OF THE REWARDS ALREADY ACCUMULATED OR THE AVAILABILITY OF REDEEMABLE REWARDS. YOU AGREE THAT YOU WILL REVIEW THESE RULES PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE RULES AND ANY MODIFICATIONS HEREOF.

1. **Eligibility.** The Program is void where prohibited. Corporations or other entities or organizations of any kind are not eligible to participate in the Program. Employees of SaySo, LLC or its representatives, affiliates, subsidiaries, advertising and promotion agencies, clients, business partners, distributors, and suppliers involved in the Program and the immediate family members and/or those living in the same household of each are not eligible.
2. **Privacy.** Please review our Privacy Policy, which governs the Program to understand our practices in connection with the use of your personal information.
3. **Your Rewards Account.** To register for membership in the Program and set up your rewards account ("Rewards Account"), you must complete registration at a participating website (the "Site") or through a browser application (the "App"). Follow all on-screen instructions. Limit one (1) Rewards Account per person/e-mail address. Only the individual named as the primary account holder will accrue Rewards and will be entitled to access to the Rewards Account. Rewards may not be combined from different Rewards Accounts for any purpose. Each participant shall have the responsibility of ensuring that his or her Rewards are properly credited. Sponsor reserves the right to invalidate Rewards from an Account if it determines that such Rewards were improperly credited to such Account or obtained fraudulently. **Rewards do not constitute property, do not entitle a participant a vested right or interest, and have no cash value.** As such, Rewards are not redeemable for cash, transferable or assignable for any reason.
4. **Rewards.** From time to time, Program members may participate in surveys and polls, available at the Site or App (each, a "Survey"). Each Survey has its own set of eligibility requirements and participants must ensure compliance with such eligibility requirements before enrolling to take such a Survey. Surveys must be completed in good faith and to the best of the Program member's ability. Program members who successfully complete a Survey in accordance with all applicable terms and conditions of the relevant Survey (a "Completed Survey") will receive Rewards based on the Reward values assigned to each Survey as identified on the Site or App. A Program member may only complete a Survey once. A summary of a member's Rewards Account may be viewed at the Site or App. Sponsor will attempt to credit members' accounts with Rewards on a timely basis, though there may be Rewards allocation delays from time to time due to circumstances outside of Sponsor's control. Each member shall have the responsibility of ensuring that his or her Rewards are properly credited. **Any claim for**

Rewards not credited accurately must be received by Sponsor within sixty (60) days of the completion of a Completed Survey, otherwise such Rewards may no longer be valid or usable.

A Rewards Account which has had no activity for a period of twelve (12) months will be deemed to be an "inactive" account and any Rewards accumulated in an inactive Rewards Account will be forfeited without compensation and shall no longer be valid or usable. "Activity" on a Rewards Account includes: logging into an Account and completing a Survey or attempting to complete a Survey or logging into an Account and redeeming Rewards or clicking on a Survey link in an invitation sent to the Account or logging into the App and participating in any of the activities available, including but not limited to, checking into Daily Deals, participating in Trivia, participating in Missions. All Rewards will immediately expire if a Program member unsubscribes from the Program for any reason. Rewards expired for any reason will be forfeited without compensation and shall no longer be valid or usable.

5. Terms Applicable to Rewards. Sponsor shall have no liability for any printing, production, typographical, mechanical or other errors in the Rewards summaries displayed or distributed by Sponsor or its agents, for any delay or failure to credit Rewards to member accounts or for any failure to provide Rewards Account summaries as outlined herein. Sponsor reserves the right to invalidate Rewards from a member's Rewards Account with notice if it determines in its sole discretion that such Rewards were improperly credited to such member's Rewards Account or were obtained fraudulently or otherwise in violation of these Rules. Sponsor reserves the right to require proof of accrual of Rewards and Sponsor reserves the right to delay the processing or redemption of any Rewards without notice, in order to assure compliance with the Rules outlined herein. Members, by participating in the Program, are responsible for maintaining the confidentiality of individual member's Rewards Accounts and password and for restricting access to member's computer, and member agrees to accept responsibility for all activities that occur under member's Rewards Account or password. Without limiting any other remedies, Sponsor may suspend or terminate any Rewards Account if Sponsor suspects in its sole discretion that any member or other person has engaged in fraudulent activity in connection with this Program. The sale, barter, transfer or assignment of any accumulated Rewards, other than by Sponsor is strictly prohibited. Any Rewards which Sponsor deems in its sole discretion to have been transferred, sold, bartered or assigned in violation of the Program's Rules may be confiscated and/or canceled. Participation in the Program is subject to the Rules, as well as policies and procedures that Sponsor may adopt or modify from time to time. Any failure to abide by the Rules or any policies or procedures implemented by Sponsor, any conduct detrimental to Sponsor, or any misrepresentation or fraudulent activities in connection with this Program, or failure to act in a manner consistent with federal, state, provincial or local laws, regulations or ordinances, may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of membership in the Program, as well as forfeiture of any Rewards accrued to date and any other benefits earned in connection therewith, in Sponsor's sole discretion.

6. Changes to Rewards Structure. The Rewards structure is subject to modification or limitation at any time in Sponsor's sole discretion, including, without limitation, the right to establish additional means of accruing Rewards, the right to modify and delete any or all of the recognized means of accruing Rewards existing at any given time, the right to change the Rewards available and their values and types and the Rewards redemption terms, and the right to exclude specific types of transactions from eligibility.

7. Redeeming Rewards. Subject to Sponsor's rights to add, delete, or otherwise make changes to the Rewards structure and their redemption options as more fully expressed in the preceding Section 6, Rewards may be redeemed for select items as identified by Sponsor from time to time

on the Site or App. Rewards cannot be redeemed until member has accrued the minimum number of Rewards as identified by Sponsor on the Site, and can only be redeemed in amounts as identified by Sponsor from time to time. Some Rewards will be subtracted from a member's account at the time the member requests Rewards redemption. Each redeeming member is solely responsible for ensuring that their shipping or email address is correct in the Program records prior to redemption. Each redeeming member may be responsible for paying all shipping and handling charges for any reward selected, as disclosed at the time of redemption. Sponsor's obligation regarding delivery of redemptions is satisfied upon shipping the selected redemption item to the postal or email address for the member contained in the Program records as of the date of redemption. The type of shipping will be at Sponsor's sole discretion, and shall be contingent on the Reward selected at redemption. Sponsor is not responsible for lost or stolen redeemed items. Members must allow eight to ten weeks for shipment or delivery. **No cash will be exchanged for the unused portion of any member's Rewards.** Once Rewards have been redeemed, they are no longer valid for any subsequent redemption and they may not be returned or refunded to a member's Rewards Account for any reason. No extensions, cash refunds or other exchanges will be allowed for expired Rewards except in the sole discretion of Sponsor. The availability of any items or services offered in the Program are subject to change without notice at any time and subject to availability in the sole discretion of Sponsor. Items or services offered in the Program for redemption may be available only in limited quantities and will be distributed on a first-come, first-served basis. Members should regularly consult the Site for updates about availability of redemption items.

8. Redeeming Rewards for Sweepstakes Entries. Sponsor may offer sweepstakes and/or instant win games in which Rewards can be redeemed for entries ("Sweepstakes/Instant Win Game"). Each Sweepstakes/Instant Win Game will have a free method of entering. See the respective game's official rules or applicable game for full details. If Sponsor elects to conduct a Sweepstakes/Instant Win Game, notice will be provided on the Site, App and/or Email. To participate, follow the instructions on the Site. Each time you enter, the number of Rewards you use will be automatically deducted from your Account. The designated amount of Rewards are only good for one (1) entry into one (1) sweepstakes drawing or one (1) instant win game play selected by entrant and not for any preceding/subsequent Sweepstakes/Instant Win Game. Non-winning entries into any Sweepstakes/Instant Win Game will not be rolled into subsequent promotions. You may allocate as many Rewards into a sweepstakes or instant win game play as you wish according to the game's official rules requirements, provided that those Rewards are in your Rewards Account at the time of your submission. Rewards, once used for entry, cannot be refunded, transferred or re-used. All Sweepstakes/Instant Win Games are subject to the respective game's official rules located on the item detail page accessible via the Site. You are not entered into a Sweepstakes/Instant Win Game until your Rewards have been submitted and verified in accordance with the Sweepstakes/Instant Win Game official rules (or you have entered via the free method of entry provided in the game's rules), and you have fully complied with these Rules as well as the official rules of the respective Sweepstakes/Instant Win Game. The foregoing shall in no way obligate Sponsor to provide any number of Sweepstakes/Instant Win Games or prizes related thereto, which shall be offered (or not) in Sponsor's sole discretion.

9. Modification To Rules and Program. Membership in the Program is offered at the discretion of Sponsor and it reserves in its sole discretion the right to modify the Rules, Rewards redemption values, benefits, reward levels, conditions of participation, rules for issuing, redeeming, retaining, using or forfeiting Rewards and redeemable items and their respective duration or timing, or any other aspect of the Program, in whole or in part, at any time even though such changes may affect the redemption value of the Rewards already accumulated.

Sponsor will give reasonable advance notice of any modification of the Rules hereof which may adversely impact your Rewards Account, including by posting an updated version of these Rules at the Site. Members understand that the most recent version of the Rules will be located at the Site. A member's continued use of the Program following the posting on the Site of any modification will indicate member's acceptance of any modification to the terms hereof. Any member may object to the modification to the Program and/or its Rules by no longer participating.

10. **Termination of the Program.** The Program will continue until terminated at the sole discretion of Sponsor. In the event Sponsor decides to terminate the Program it shall post notice of such termination on the Site at least 30 days prior to the date that such termination becomes effective, during which time you may still accrue and redeem Rewards, provided however, that you agree that Sponsor shall not be required to give 30 days notice if such termination is due to the technical or procedural problems in the operation of the Program, the filing of a petition in bankruptcy, an adjudication of bankruptcy, insolvency, an assignment for the benefit of creditors, or any other discontinuance of business. Notwithstanding the foregoing, if for any reason Sponsor determines in its sole discretion that the Program is no longer capable of running as intended by these Rules for any reason whatsoever, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part, at any time. **All Rewards must be redeemed prior to the effective date of termination. You should not rely upon the continued availability of the Program or any Rewards accumulated in connection therewith.**

11. **Limitation on Liability.** SPONSOR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE PROGRAM, (B) ANY FAILURE OR DELAY BY SPONSOR IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE PROGRAM BY SPONSOR, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. If, despite the limitation above, Sponsor is found liable for any loss or damage which arises out of, or is in any way connected with, any of the occurrences described in the limitation above, then its liability will in no event exceed, in total, the sum of US \$100.00. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

12. **Disclaimer of Warranties.** SPONSOR MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS PROGRAM WILL BE ERROR-FREE. SPONSOR FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. SPONSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME

STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

13. **Conduct.** By participating in this Rewards Program, participants agree to be bound by these Rewards Program Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Failure to comply with these Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual from participating in any aspect of Rewards Program, and/or may cancel, suspend or block any Account registered by such person if Sponsor and its administrators deem or suspect that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Rules or the terms and conditions of the Site; or (b) damaging, tampering with or corrupting the operation of the Rewards Program; or (c) acting with intent to annoy, harass or abuse any other person; or (d) use of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the Site; or (e) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (f) activity deemed in the sole discretion of Sponsor and its administrator to be generally inconsistent with the intended operation of the Rewards Program.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY WEBSITE APP OR MOBILE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE REWARDS PROGRAM OR EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS ADMINISTRATOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW. Sponsor's failure to enforce any term of these Rewards Program Rules shall not constitute a waiver of that or any other provision.

14. **Taxes.** Determination and payment of tax liability on awards, including income tax, if any, are the sole responsibility of member.

15. **Acts Beyond Sponsor Control.** The failure of Sponsor to comply with the Rules because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, provincial or local governmental authorities or for any other reason beyond the reasonable control of Sponsor, shall not be deemed a breach of the Rules. If any such contingency shall last for more than 60 days, Sponsor shall have the right to terminate the Program immediately by giving notice and shall have no further liability to any member.

16. **Governing Law and Consent to Jurisdiction.** The laws of the State of California, without regard to its conflict of laws principles, will govern these Rules, as well as your and Sponsor's observance of them. If you take any legal action relating to your use of this Program or these Rules, you agree to file such action only in the state or federal courts located in California.

17. **No Waiver.** Sponsor's failure to exercise or enforce any right or provision of these Rules shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Sponsor in writing.

18. **Captions.** The headings in these Rules are for your convenience and reference. These headings do not limit or affect these Rules.

19. **Complete Agreement.** These Rules, together with those items made a part of these Rules by reference, make up the entire agreement between Sponsor and the Program members relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of these Rules to be unenforceable or invalid, that term(s) will be enforced to the fullest extent permitted by applicable law and the other terms will remain in full force and effect.