



---

## SAY.SO REWARDS PROGRAM RULES

Last Updated: 7/26/2012

**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 PARTICIPATE IN THIS PROGRAM.**

THESE SAY.SO REWARDS PROGRAM RULES ("RULES") APPLY TO THE SAY.SO REWARDS PROGRAM (THE "PROGRAM"). BY REGISTERING FOR OR PARTICIPATING IN THE PROGRAM, YOU AGREE TO THE TERMS OF THESE RULES. SAYSO, LLC ("SAY.SO") RESERVES THE RIGHT TO MODIFY OR TERMINATE THESE RULES OR THE PROGRAM AT ANY TIME AND IN ANY MANNER, WHETHER GENERALLY OR WITH RESPECT TO YOUR PARTICIPATION IN THE PROGRAM, WITH OR WITHOUT NOTICE TO YOU. WITHOUT LIMITING THE FOREGOING, SAY.SO MAY MODIFY OR TERMINATE YOUR ABILITY TO ACCUMULATE OR REDEEM REWARDS.

1. **Eligibility.** The Program is void where prohibited. Participation in the Program is limited to natural persons who are residents of the United States. 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.** The Say.So web browser plug-in software ("App") is designed to automatically track and collect certain information about your use of the App (including your participation in the Program), your web browser, and websites. Please review our Privacy Policy for information regarding Say.So's collection, use and disclosure of personal information.
3. **Your Rewards Account.** To participate in the Program and set up your rewards account ("Rewards Account"), you must download, install and setup the App from a participating website (the "Site"), following all on-screen instructions. Limit one (1) Rewards Account per person. In the event of a dispute about the identity of the accountholder of a Rewards Account, the accountholder will be deemed to be the individual whose email address is registered on file for the Rewards Account. Only such accountholder will accrue Rewards (defined below) and will be entitled to access 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. Say.So reserves the right to invalidate Rewards from an Account if it determines that such Rewards were improperly credited to such Account or obtained fraudulently.
4. **Rewards.** Participants in the Program are eligible to earn free promotional rewards points that are redeemable for free products or services ("Rewards") by engaging in various activities, as described on the Site or App. Depending on the Site and version of the App, Rewards may have different names or denominations. **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, and are not transferable or assignable for any reason.

91004-2316/LEGAL22213304.4

From time to time, Program participants may participate in surveys and polls, available at the Site or App, that offer Rewards for completion (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 participant's ability. Program participants 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 participant may only complete a Survey once, unless otherwise stated on the Site or App. A summary of a participant's Rewards Account may be viewed at the Site or App. Say.So will attempt to credit participants' accounts with Rewards on a timely basis, though there may be Rewards allocation delays from time to time due to circumstances outside of Say.So's control. Each participant 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 Say.So within sixty (60) days of the completion of a Completed Survey.** 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 or notice, and shall no longer be valid or usable. "Activity" on a Rewards Account means the earning or redeeming of Rewards. All Rewards will be immediately forfeited if a Program participant disables and uninstalls the App.

5. **Additional Terms Applicable to Rewards.** Say.So shall have no liability for any printing, production, typographical, mechanical or other errors in the Rewards summaries displayed or distributed by Say.So or its agents, for any delay or failure to credit Rewards to Rewards Accounts or for any failure to provide Rewards Account summaries as outlined herein. Say.So reserves the right to invalidate Rewards from a Program participant's Rewards Account with notice if it determines in its sole discretion that such Rewards were improperly credited to such participant's Rewards Account or were obtained fraudulently or otherwise in violation of these Rules. Say.So reserves the right to require proof of accrual of Rewards and Say.So reserves the right to delay the processing or redemption of any Rewards without notice, in order to assure compliance with the Rules outlined herein. Participants, by participating in the Program, are responsible for restricting access to participant's computer, and participant agrees to accept responsibility for all activities that occur under participant's Rewards Account. Without limiting any other remedies, Say.So may suspend or terminate any Rewards Account if Say.So suspects in its sole discretion that any participant 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 Say.So is strictly prohibited. Any Rewards which Say.So 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 these Rules, as well as any other policies and procedures that Say.So may adopt from time to time. Any failure to abide by these Rules or such policies or procedures, any conduct detrimental to Say.So or other Program participants, any misrepresentation or fraudulent activities by a participant in connection with this Program, or any failure of a participant 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 Say.So in law or equity, in the termination of a participant's participation in the Program, including forfeiture of any Rewards and any other benefits earned in connection therewith, in Say.So's sole discretion.

6. **Changes to Rewards Structure.** The Rewards structure is subject to modification or

limitation at any time in Say.So's sole discretion, including, without limitation, the right to establish additional means of or requirements for 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 Say.So's rights to change or terminate the Program (including 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 (whether goods or services) as identified by Say.So from time to time on the Site or App. Rewards cannot be redeemed for an item until participant has accrued the minimum number of Rewards required for such item as identified by Say.So on the Site. Rewards will be subtracted from a participant's Rewards Account balance at the time the participant requests to redeem such Rewards. Each redeeming participant is solely responsible for ensuring that their shipping or email address is correct in the Program records prior to redemption. Each redeeming participant may be responsible for paying all shipping and handling charges for any reward selected, as disclosed at the time of redemption. Say.So's is not responsible for redemption items that are lost or stolen after they are sent for shipping to the postal or email address for the participant contained in the Program records as of the date of redemption. The type of shipping will be at Say.So's sole discretion, and shall be contingent on the Reward selected at redemption. Say.So is not responsible for lost or stolen redemption items. Unless otherwise specified, redemption items may be shipped only to postal addresses in the continental United States, Alaska or Hawaii. Participants must allow eight to ten weeks for shipment or delivery. The items offered for redemption of Rewards in the Program are subject to change without notice at any time and are subject to availability, at the sole discretion of Say.So. Items offered in the Program for redemption may be available only in limited quantities and will be distributed on a first-come, first-served basis. Participants should regularly consult the Site for updates about availability of redemption items.
8. **Redeeming Rewards for Sweepstakes Entries.** Say.So may offer contests, sweepstakes, and other games or promotions in which Rewards can be redeemed for entries ("Promotions"). Use of Rewards for, and participation in, each Promotion is subject to the official rules for such Promotion. See the Promotion's official rules for complete details. Rewards, once used for entry into a Promotion, cannot be refunded, transferred or re-used, regardless of the outcome of the Promotion. The redemption of Rewards for an entry into a Promotion shall in no way obligate Say.So to award any prizes to you.
9. **Modification To Rules and Program.** Participation in the Program is offered at the discretion of Say.So. Say.So reserves in its sole discretion the right to modify these 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 or your ability to earn or redeem any Rewards. In the event Say.So modifies these Rules, Say.So will post an updated version of these Rules at the Site and/or in the App. Participants understand that the most recent version of the Rules will be located at the Site and/or in the App. A participant's continued use of the Program following the posting of any modified version of these Rules will constitute participant's acceptance of such modified Rules.

10. **Termination of the Program.** The Program will continue until terminated at the sole discretion of Say.So. In the event Say.So decides to terminate the Program for all participants it shall post notice of such termination on the Site and/or in the App 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 Say.So 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 Say.So determines in its sole discretion that the Program is no longer capable of running as intended by these Rules for any reason whatsoever, Say.So, 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 without notice. **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.** SAY.SO 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) THE PROGRAM (INCLUDING REWARDS AND ANY REDEMPTION ITEMS PROVIDED TO PARTICIPANTS THROUGH THE PROGRAM), (B) ANY FAILURE OR DELAY BY SAY.SO IN CONNECTION WITH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, REWARDS OR ANY OTHER COMPONENT OF THIS PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE PROGRAM BY SAY.SO, EVEN IF SAY.SO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This disclaimer of liability applies to any damages or injury, including those 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, Say.So 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, five dollars (US \$5.00). SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.
12. **Disclaimer of Warranties.** SAY.SO MAKES NO WARRANTY OF ANY KIND REGARDING THE PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAY.SO EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE PROGRAM WILL BE ERROR-FREE. SAY.SO FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE PROGRAM. SAY.SO 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 Say.So, which shall be final and binding in all respects. Failure to comply with these Rules may result in disqualification. Say.So 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 Say.So deems or suspects 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 App; 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 use the App; or (e) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (f) activity deemed in the sole discretion of Say.So and its administrator to be generally inconsistent with the intended operation of the Rewards Program.

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

14. **Taxes.** All taxes arising from Program participants' receipt of redemption items, including income tax, if any, are the sole responsibility of each participant.
15. **Acts Beyond Say.So Control.** The failure of Say.So 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 Say.So, shall not be deemed a breach of the Rules.
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 Say.So'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 Los Angeles County, California, and you irrevocably consent to the exclusive jurisdiction and venue of such courts for any such action.
17. **No Waiver.** Say.So'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 Say.So 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; Severability.** 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 amended to be enforced to the fullest extent permitted by applicable law (or, if such amendment is not possible, shall be deemed deleted) and the other terms will remain in full force and effect.