

**SWIFTPAGE ACT! LLC**  
**ACT! EMARKETING**  
**SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY:** This is a professional sweepstakes not open to the general public. The Act! Emarketing Sweepstakes (the "Sweepstakes") is open only to potential Act! customers who are at least 18 years old and who are either a legal resident of the United States, the District of Columbia or Canada (except Quebec). Employees of Swiftpage ACT! LLC, its related companies, and agents are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void in Puerto Rico, the Province of Quebec and where prohibited by law.
2. **SPONSOR:** The Sweepstakes is sponsored by Swiftpage ACT! LLC ("Swiftpage"), 8800 N. Gainey Center Drive, Suite 200, Scottsdale, AZ 85258 ("Sponsor").
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling in a timely manner all requirements set forth herein.
4. **TIMING:** The Sweepstakes begins at 12:00 AM EDT on February 12, 2014, and ends at 12:00 AM EDT on February 19, 2014 (the "Sweepstakes Period").
5. **HOW TO ENTER:** To be eligible to win one (1) of nineteen (19) Apple® devices: one (1) MacBook Air® (11-inch, 4GB), eight (8) iPad mini™ (Wi-Fi, space gray), ten (10) iPod nano® (16GB, color may vary), entrants must complete the Act! emarketing survey during the Sweepstakes Period. Limit one entry per survey completed. Sponsor is not responsible for incomplete, invalid, or illegible entries, which will be disqualified.
6. **ALTERNATE METHOD OF ENTRY:** To enter to win without completing a survey, entrants must mail a sheet of paper or business card with your name, company name, address, phone number and electronic mail address to: Swiftpage ACT! LLC, Attn: Act! emarketing Sweepstakes, 621 17<sup>th</sup> St., Suite 500, Denver, CO 80293, and ask to be entered into the Sweepstakes. Limit one entry per person. All entries must be received by February 19, 2014. Sponsor is not responsible for incomplete, invalid, or illegible entries, which will be disqualified.
7. **DRAWING:** Nineteen (19) winners will be selected in a random drawing from all eligible entries received. The drawing will take place on February 24, 2014 and winners will be notified by email within five business days. Each winner must be able to confirm delivery address within 15 days of winner notification by email or will forfeit their prize. Sponsor will make one attempt to deliver the prize to the winner. If the winner is a Canadian resident, he/she will be required to correctly answer, without mechanical aid, a time limited mathematical skill testing question to be administered by telephone, at a time mutually convenient for participant and Swiftpage, prior to verification and award of prize.
8. **REQUIREMENTS OF THE POTENTIAL WINNER:** Except where prohibited, the potential winner may be required to complete an affidavit of eligibility and liability release (the "Affidavit/Release") and return the Affidavit/Release to Sponsor within fourteen (14) days of being notified. By entering this Sweepstakes, you agree to complete the Affidavit/Release.
9. **PRIZES:** Nineteen (19) winners will receive one (1) of the following: one (1) MacBook Air® (11-inch, 4GB) (approximate retail value is \$999); eight (8) iPad mini™ (Wi-Fi, space gray) (approximate retail value is \$299); ten (10) iPod nano® (16GB, color may vary) (approximate retail value is \$149). Prizes are not transferable or refundable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor, who reserves the right to substitute any prize (or component thereof) with another prize (or component thereof) of equal or greater value if the original prize is not available for any reason as determined by Sponsor in its sole discretion. Winner is responsible for any taxes and fees that are not expressly mentioned above and are

associated with receipt or use of prize. Winner of prize (or a substitute of such prize) may be issued an IRS Form 1099 for the ARV of the awarded prize. The odds of winning a prize depend on the number of eligible entries received.

10. **GENERAL CONDITIONS:** In the event that the operation, security, administration, or integrity of the Sweepstakes is impaired in any way for any reason, including fraud, technical problem, or any other factor beyond Sponsor's reasonable control, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries properly received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any entity 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 in any disruptive manner. Any attempt by any entity to deliberately undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such entity 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.
11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrant agrees to release and hold harmless the Sponsor and its officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury or damage to persons, entities, or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
12. **PUBLICITY RELEASE:** Entrant grants to Sponsor the absolute right and permission to use Entrant's name, biographical information, quotes or opinions in any and all advertising and promotional materials and in any manner or media whatsoever, worldwide, for advertising and promotional purposes without notice to Entrant and without compensation. Entrant shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion, or illusionary effect or use in any composite form of Entrant's name, biographical information, or opinions.
13. **DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Colorado; (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, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.
14. **OFFICIAL RULES AND SWEEPSTAKES RESULTS:** To request a copy of the Official Rules and name of winners, send a self-addressed stamped envelope by March 31, 2014 to Swiftpage ACT! LLC, Act! emarketing Sweepstakes, 621 17<sup>th</sup> St., Suite 500, Denver, CO 80293. Vermont residents may omit postage for rules requests.