

## THE GUARDIAN CROWD "SURVEY SWEEPSTAKES" OFFICIAL RULES

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

- 1. Eligibility:** The Guardian Crowd "Survey Sweepstakes" (the "Promotion" or "Sweepstakes") is open and offered only to legal residents of the 50 United States, and D.C., 18 years of age (or the age of majority in the entrant's respective jurisdiction) and older at the time of entry who are a member of the "Guardian Crowd". Members of the "Guardian Crowd" are users of the guardian.com website, or people who have been referred to by a member of the "Guardian Crowd", who elect to complete a questionnaire and sign up for membership in Guardian Crowd. Employees and directors of Guardian News & Media LLC ("GNM" or "Sponsor") or employees and directors of Vision Critical Communications Inc. ("Administrator") and their respective parents, subsidiaries, affiliated companies, advertising, promotion, or production agencies, or freelance contributors, as well as the dependents, immediate family members and individuals residing in the same household as any of the foregoing persons are not eligible to participate. Void where prohibited by law. All applicable federal, state and local laws apply. By participating, you agree to be bound by these Official Rules ("Rules").
- 2. Promotion Period:** The Sweepstakes begins 1<sup>st</sup> April 2016 at 12:00:01 a.m. Eastern Time ("ET") and ends on 31<sup>st</sup> May 2016 at 11:59:59 p.m. ET (the "Promotion Period").
- 3. How to Enter:** Throughout the Promotion Period, members of the Guardian Crowd can enter the Sweepstakes by completing surveys made available by Sponsor through <https://us.theguardiancrowd.com> (each a "Survey"). Members of the Guardian Crowd will be notified via email of the release of each new Survey and will be notified via email and/or via <https://us.theguardiancrowd.com> when the final Survey which allows entry into the Sweepstakes for an applicable Monthly Period has been released. To be entered into the Sweepstakes for a particular Monthly Period you must complete in full and submit a qualifying Survey prior to the end of the applicable Monthly Period for that Survey. If you complete and submit a qualifying Survey within the applicable Monthly Period, you will be entered into the Sweepstakes for that Monthly Period. The more Surveys you complete and submit in a particular Monthly Period (provided that you do not complete and submit the same Survey twice during a particular Monthly Period) the more entries you will gain for the Sweepstakes for the applicable Monthly Period. A maximum of one entry per person per Survey may be submitted. Entries on behalf of another person will not be accepted and joint submissions are not allowed. You are responsible for the cost (if any) of sending your entry/entries to Sponsor. Multiple attempts to submit the same Survey will be disqualified. You may not use multiple email addresses or any other means to submit multiple entries for the same Survey.

In addition, during the Promotion Period, any individual may enter a Sweepstakes without completing a Survey by printing his or her name, complete street address (including city, state, and zip code), the complete URL of the Survey for which they are submitting a write-in entry in lieu of completing the survey, their email address and telephone number on a 3" x 5" card and mailing it postage-paid in a hand-addressed envelope to Guardian Crowd Survey Sweepstakes, c/o Vision Critical Communications Inc., Attention: Incentives Team, 200 Granville Street, MZ, Vancouver, BC V6C 1S4. All entries must be in English, legible and completed in full to be valid. Mailed entries will be entered into the drawing for the Monthly Period in which the entry is received. Limit one entry per envelope. You may not use multiple

mailings, envelopes or any other means to submit multiple entries for the same Survey. Photocopies, mechanically reproduced, forged or altered mailed entries and facsimiles are void. Incomplete or illegible entries are not eligible. To be entered for a particular Monthly Period, mail-in entries must be and received by the last business day of the applicable Monthly Period.

Neither the Sponsor nor the Sponsor's agency or affiliates are responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, entries, or in the case of mailed entries, mutilated entries or postage due mail. Proof of delivery of an entry is not proof of receipt by Sponsor.

If you have any questions about how to enter or otherwise in connection with the Sweepstakes, please email us at [support@theguardiancrowd.com](mailto:support@theguardiancrowd.com) with "Survey Sweepstakes" in the subject line. For further information about becoming a member of the Guardian Crowd and to access the Surveys, visit <https://us.theguardiancrowd.com>.

**4. Selection of Winner:** Five winners will be chosen as set forth in these Rules from entries received during the each Monthly Period (as defined below) from the cumulative eligible entries received through the conclusion of each Monthly Period. The term "Monthly Period" refers to each of the following periods during the Promotion Period: April 1, 2016 at 12:00:01 a.m. ET through May 31st, 2016 at 11:59:59 p.m. ET. The winners of the Sweepstakes for each Monthly Period will be randomly selected on a date between the 1<sup>st</sup> and 15<sup>th</sup> days of the month immediately following the Monthly Period for which winners are being selected. Each winner of a Sweepstakes will be notified by email on or before the 21<sup>st</sup> day of the month following the Monthly Period for which winners are being selected. Each winner will be given details of how to claim his/her prize upon notification of his/her win. If a selected winner does not respond within 10 days of being notified of his/her win, the winner's prize will be forfeited and Sponsor shall be entitled to select another winner (up to a maximum of 2 re-draws) in accordance with the process described above (and that winner will also have to respond to notification within 10 days or else he/she will also forfeit his/her prize). If a winner rejects the prize or his/her entry is invalid or in breach of these Rules, the winner's prize will be forfeited and Sponsor shall be entitled to select an alternative winner.

Neither Sponsor nor Administrator assume any liability or responsibility for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If any potential winner is found to be ineligible, or if he or she has not complied with these Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

Except where prohibited by law, each winner may be required to take part in promotional activity related to the Sweepstakes and the winners shall participate in such activity on Sponsor's reasonable request. Except where prohibited by law, each winner consents to the use by Sponsor and Administrator and their related companies, both before and after the closing date of the Sweepstakes for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Sponsor and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering a Sweepstakes, all entrants consent to the same.

**5. Prize and Odds:** Each of the five (5) prize winners for each Monthly Period will receive an Amazon Gift Voucher in the amount of One Hundred U.S. Dollars (\$100). Each person may win only one (1) prize during the Promotion Period. Each prize is not transferable, assignable or redeemable for cash.

No substitutions are allowed except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute the specified prizes with alternative prizes of equal or greater value in the event that the specified prizes are not available. Upon delivery of a prize to the address designated by the winner, the prize will become the responsibility of the winner and will not be replaced by the Sponsor if lost or stolen. Limit one (1) prize per person, family or household. Winners are responsible for any and all federal, state and local taxes related to any prize, and for any expenses not expressly listed above. Odds of winning depend on the number of eligible entries. Each winner's prize will be dispatched within 6-8 weeks of the winner responding to notification of his/her win.

**6. Conditions Of Participation/Release of Liability:** By entering the Sweepstakes, entrant agrees that: (a) Administrator and Sponsor and their respective affiliates, respective officers, directors, employees, shareholders, representatives, and agents (collectively the "Released Parties") will have no liability whatsoever for, and you hereby release and hold harmless the Released Parties from and against, any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of or inability to use any prize or from participation or inability to participate in the Sweepstakes, and under no circumstances, including negligence, shall any of the Released Parties be liable for any direct, indirect, incidental, special or consequential damages resulting from participation in the Sweepstakes or acceptance, use or misuse of any prize, (b) Released Parties will have no liability whatsoever for failure to supply a prize or any part thereof, by reason of any acts of God, any severe weather, hurricane, flood, fire, war, transportation interruption of any kind, or any other cause beyond their control, (c) if any prize notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Rules, such prize will be forfeited and an alternate winner may be selected at Sponsor's discretion, and (d) noncompliance with any provision of these Rules may result in disqualification and awarding of prize to an alternate winner as determined in the sole discretion of the Sponsor.

By entering the Sweepstakes you agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Rules and all disputes shall be governed by the laws of the State of New York, without regard to principles of conflicts of laws, and any disputes shall be resolved exclusively in the state or federal courts in New York County, New York and you expressly consent to the jurisdiction of said courts and waive any objection thereto.

**7. General:** Persons who tamper with or abuse any aspect of the Sweepstakes, as solely determined by the Sponsor, will be disqualified, and Sponsor reserves the right to terminate such person's eligibility. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes or Promotion Period, and to select the winners for any Monthly Period from among eligible entries received that are not affected by the problem or as otherwise deemed fair and appropriate by Sponsor. Released Parties are not responsible for any incorrect or inaccurate information, whether

caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, technical failure, theft or destruction, or unauthorized use of any technology used in connection with the Sweepstakes. The decision of Sponsor in all matters relating to the Sweepstakes is final.

**8. Data:** Sponsor shall use and take care of any personal information you supply to it as described in its privacy policy, a copy of which can be seen at <http://www.theguardian.com/help/privacy-policy> and in accordance with data protection legislation. By entering a Sweepstakes you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Sweepstakes entry and for the purposes outlined in Section 9 below.

**9. Official Rules and Winners List:** For an additional copy of these Rules, or the name of the winners, available six weeks after the end of the applicable Monthly Period to which a Sweepstakes relates, send a self-addressed stamped envelope to: Guardian Crowd Survey Sweepstakes, c/o Vision Critical Communications Inc., Attention: Incentives Team, 200 Granville Street, MZ, Vancouver, BC V6C 1S4. This information may also be published in email newsletters sent to Guardian Crowd members or published on [www.theguardiancrowd.com](http://www.theguardiancrowd.com).

**10. Sponsor:** Guardian News & Media LLC, 222 Broadway, 23rd floor, New York, NY 10038.