

Client:IntuitPromotion Name:Intuit Mint "#MyMintBalance" SweepstakesItem:Official RulesDate:June 10, 2019Draft Number:v4

The Intuit Mint "#MyMintBalance" Sweepstakes OFFICIAL RULES

NO PURCHASE, PAYMENT OR FINANCIAL DISCLOSURE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR FINANCIAL DISCLOSURE WILL NOT INCREASE YOUR CHANCE OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, 18 YEARS OF AGE AND OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram. Any information provided is being provided to the Sponsor and not to Twitter or Instagram.

ELIGIBILITY: The Sweepstakes is open to legal residents of the fifty (50) United States or the District of Columbia who are 18 years of age or older at time of entry. Employees of Intuit Inc. (the "Sponsor"), its parent company, affiliates, subsidiaries, advertising agencies, prize suppliers, Marden-Kane, Inc. and the immediate families (spouse, parents, children, siblings and their respective spouses) (collectively "Releasees") and individuals living in the same household as such employees are not eligible to enter or win a prize. Sweepstakes is subject to all applicable federal, state and local laws. Void in Puerto Rico and where prohibited by law.

ENTRY PERIOD: The Intuit Mint "#MyMintBalance" (the "Promotion") begins on July 8, 2019 at 12:00:00 a.m. Pacific Time ("PT") and ends on July 21, 2019 at 11:59:59 p.m. PT (the "Promotion Period"). For purposes of this Promotion, a "day" is defined as a 24-hour period, beginning at 12:00:00 AM PT and ending at 11:59:59 PM PT. The Sponsor's computer, or that of its designee, runs the <u>official</u> clock for the Promotion and will solely determine the time by which an entry is received.

HOW TO ENTER: To enter the Sweepstakes, you'll first need to become a registered user of <u>www.Twitter.com</u> ("Twitter") or <u>www.Instagram.com</u> ("Instagram") or log into your Twitter or Instagram account. Once you become a member and/log in, your account must be set to "public". If you do not have an account, go to <u>www.Twitter.com</u> or <u>www.Instagram.com</u> to create one. Twitter and Instagram accounts are free. By submitting your information and creating a Twitter or Instagram account, you agree to the Twitter or Instagram terms of use and privacy notice. If you do not agree to such terms of use and privacy notice, you cannot create a Twitter or Instagram account, or participate in this Sweepstakes. You can return your account to "private" any time after the winner announcement.

<u>To enter</u>: a user must respond to #MyMintBalance by posting a photo or video about how they escape the stresses of daily life and rejuvenate without having to dip into their wallets by mentioning @mintapp on Instagram or @mint on Twitter and tagging with #MyMintBalance and #Sweepstakes.

Requirements:

- **1.** Twitter account must be set to public and remain public until the winner announcement.
- 2. Instagram privacy options on your account settings must be set to "OFF" and must remain off until the winner announcement.
- 3. Entry must include the required hashtags #MyMintBalance and #Sweepstakes and you must tag @mintapp on Instagram or @mint on Twitter.
- 4. You must follow @mintapp on Instagram or @mint on Twitter for the duration of the Sweepstakes.

Limitations: There is a limit of one Entry per person/social media account per day (for purposes of clarity: 1 entry on Twitter per day and 1 entry on Instagram per day for a maximum of 2 entries per day).

By submitting an Entry, you agree that your Entry (1) conforms to the Terms of Use/Guidelines and Content Restrictions of Instagram and/or Twitter; (2) conforms to the Guidelines and Content Restrictions below; and (3) Sponsor and/or Administrator, in its sole discretion, and without notice, may remove your Entry and disqualify you from the Sweepstakes if it determines that your Entry fails to conform to the Guidelines and Content Restrictions or otherwise with the terms of



these Official Rules. Entry must not contain material that violates or infringes another's rights, including, but not limited to privacy, publicity or intellectual property rights, or constitutes copyright infringement; not disparage Sponsor or any other person or party affiliated with the Sweepstakes; not promote any cause other than the Sweepstakes' theme; not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor, at Sponsor's sole discretion); and not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor, at Sponsor's sole discretion) (all of the foregoing prohibited material is "Ineligible Content").

The name of the person submitting the entry must be the authorized account holder of such Instagram or Twitter account, otherwise the 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 holder of the Instagram or Twitter account used for entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such Instagram or Twitter account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes his or her Instagram or Twitter account during the Promotion Period. Proof of submission of entry does not constitute proof of delivery of entry. All entries become the property of Sponsor.

PRIZE: <u>Sweepstakes Prize:</u> One (1) Grand Prize Winner: \$5,000 cash. Prize awarded in the form of a check made payable to the winner. Total Retail Value of all prizes: \$5,000. No transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Winner is responsible for the payment of all taxes on the prize. The odds of winning the Prize depend on the total number of eligible entries received. In no event will more prizes be awarded than those listed in these Official Rules.

RANDOM DRAWING: On or about July 23, 2019 a random drawing will be conducted from among all eligible entries received under the supervision of Marden-Kane, Inc., (the "Administrator"), an independent judging organization, whose decisions are final and binding in all matters relating to this Promotion.

WINNER NOTIFICATION AND VERIFICATION: The Potential Winner will be notified on or about two (2) business days after the drawing date. Entrants must follow @mintapp on Instagram or @mint on Twitter on the social media platform which they used to enter the Sweepstakes (Twitter or Instagram) in order to be notified if they are selected as a winner. Notification will occur by either 1) Twitter Notification: either a private message to the potential winner's Twitter account or by reply Tweet from @mint to the potential winner's Tweet or 2) Instagram Notification: either a private message to the potential winner's Instagram account or by reply from @mintapp to the potential winner's Instagram comment. The potential winner will be required to respond to the direction in the message within twenty-four (24) hours with full contact information. Potential Winner will be required to complete and sign [1] an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit") and [2] an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law, all of which must be returned within five (5) days from prize notification date or the prize will be forfeited and awarded to an alternate potential winner. In the event that any potential winner cannot be contacted, or the failure to timely return any documents requested, return of prize or prize notification as undeliverable, or noncompliance with these Official Rules, or the potential winner declines the prize for any reason will result in such potential winner being disgualified and the prize will be forfeited. Sponsor shall have no further obligation to a potential winner who is disgualified and an alternate potential winner may be selected from among all remaining eligible entries received at Sponsor's discretion. Prizes must be accepted as awarded. If the prize is won by an eligible individual who is not of the legal age of majority in the state of residence ("minor"), the required documents must be confirmed and signed by winner's parent or legal guardian.

GENERAL CONDITIONS: Use of any automated entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete or inaccurate entries are void. By participating, entrants agree to comply with these Official Rules including all eligibility requirements. Decisions of the Sponsor/Administrator will be final and binding on all matters relating to this Sweepstakes. By entering the Sweepstakes, Entrants, agree to the use by Sponsor and its designees of their names, entry submission, and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. In no event will more prizes be awarded than those listed in these Official Rules. Any questions, comments or complaints regarding the Sweepstakes are to be directed to the Sponsor at the address below. U.S. law governs this Sweepstakes. Notice to



online participants: Internet access and usage charges applicable to a participant's account, including access charges and/or any usage charges applicable under participant's Internet pricing plan and any applicable taxes will continue to apply while a participant is online in connection with this Sweepstakes, and will be the sole responsibility of such participant.

LIMITATION OF LIABILITY AND RELEASE OF CLAIMS: By participating in the Sweepstakes, Entrants agree to release, indemnify and hold harmless Releasees, and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the prize (including any travel or travel-related activity thereto) that may be awarded. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon. If in the Sponsor's opinion, for any reason this Sweepstakes is not capable of running as planned, or there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes. or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsors reserve the right at their sole discretion to disgualify any individual (and void his/her entry and/or prevent him/her from future participation) who tampers with the entry process and/or who is acting in violation of these Official Rules, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and at Sponsor's discretion conduct the drawing to award the prizes using all eligible non suspect transactions and entries received as of the termination date. As a condition of entering the Sweepstakes, Entrants agree that: a.) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b.) all causes of action arising out of or connected with this Sweepstakes, or the prizes awarded, shall be resolved individually, without resort to any form of class action; and c.) any and all claims, judgments. and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall Entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures at their discretion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

WHO WON: To request the list of winners, send an e-mail with subject line: "Intuit Mint #MyMintBalance" to winnerslist@mkpromosource.com. Requests must be received no later than August 12, 2019. The list will be sent when the drawings have been conducted and the winners verified.

GOVERNING LAW/JURISDICTION: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Sweepstakes shall be governed by the laws of the state of California, without giving any effect to any choice of law or conflict of law rules. Any dispute shall be resolved in a court of law in Santa Clara County, California.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

ENTRANT INFORMATION: Your information will be collected in accordance with Intuit's privacy policy available at https://security.intuit.com/privacy/.

SPONSOR: Intuit. Please direct sponsor inquiries to Intuit, ATTN: Intuit, Inc., 7535 Torrey Santa Fe Rd, SDG-2A-03-22E, San Diego, CA, 92129.

ADMINISTRATOR: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

Twitter is a registered trademark of Twitter, Inc. Instagram is a registered trademark of Instagram, Inc. Any questions, comments or complaints regarding the Sweepstakes are to be directed to Sponsor, at the address above, not Twitter, or Instagram. TWITTER, TWEET, RETWEET and the Twitter logo are trademarks of Twitter, Inc. or its affiliates.