

## **1.1 Toluna USA Membership Site Terms**

### **Terms of Use and Membership**

Welcome to Toluna.com (this "Site"). By using this Site, registering as a member of Toluna, participating in the Toluna Points membership program ("Points" or "Toluna Points") or participating in any survey or study provided or hosted by Toluna (each, a "Survey" and collectively "Surveys"), you agree to these Terms of Use and Membership ("Terms"). If you do not agree, do not use this Site.

Toluna reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, including our Privacy Policy, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of this Site following the posting of such changes will mean that you accept and agree to the changes. Provided you comply with these Terms, Toluna grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this Site.

### **Eligibility**

Membership in any Toluna panel is free and is open to individuals only (not corporations or other business entities) that are at least thirteen (13) years of age or such other age as required by your geographic location. Membership in certain panels may be further restricted based on your age or geographic location. If you are less than eighteen (18) years of age and win any prize or receive any cash award through Toluna Points or other Toluna incentive program, then such award will be made to your legal guardian. You are permitted to have only one account.

### **Registration and Passwords**

While you may access this Site without registering for membership in any Toluna panel, in order for an account to be established in your name and any Points properly credited to your account, you must complete the provided online registration form. To open a member account, you must provide Toluna with complete and valid contact information, including your full legal name, home address, valid e-mail address, and all other requested information. Your account must have a unique and valid e-mail address and password.

You agree to provide only accurate, current and complete registration information and to keep that information updated in order to maintain its accuracy. Toluna may terminate or suspend your membership and you may forfeit your Points if you fail to provide or keep your personal information accurate and complete.

You may use only one (1) password to open and access your account, and you may not use another account holder's password or allow anyone else to use your password, for any reason. You are solely responsible for the security of your user name and password and any activity that occurs under your membership account, whether authorized or unauthorized. Toluna will not be responsible for any losses incurred through the use of your password by a third party, except when unauthorized use is directly attributable to the gross negligence or fraud of Toluna. You agree to immediately notify Toluna of any unauthorized use or breach of your member account.

Should you forget your password, you may request that Toluna via e-mail send it to you so that you can regain use of your account. This procedure assumes that mention is made of your username, and that the e-mail address provided by you when registering is used (or the new one provided in the event of an update).

By joining as a member of Toluna's panels, you agree to receive invitations to participate in Toluna's Surveys and its third-party partners via e-mail. Toluna does not guarantee that you will receive a certain minimum volume of invitations or any invitations at all. Your participation in any Survey and your disclosure of any personally-identifiable information is completely voluntary.

### **Relationship**

You are responsible for providing any computer equipment and communications services necessary to connect to and access this Site. You agree that neither your membership in a Toluna panel nor your completion of any Surveys for Toluna and its clients create any agency, partnership or employment relationship. You also agree the Points or other incentives you receive for completing Surveys are the only compensation you will receive for your completion of Surveys.

### **Member Code of Conduct:**

Toluna is an online community dedicated to making your voice heard and allowing you to tell leading providers of products and services what you think. When you use and post content to the Toluna Site or our community we ask that you observe the following rules:

- Be courteous and respect the opinions of others and behave in a manner that supports a safe and comfortable environment for all members.
- Do not post any of the following:
  - Material that advocates illegal activity or political, religious or ideological beliefs.
  - Personal attacks or anything (including "jokes" that may be misconstrued) obscene, vulgar, illegal, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue, misleading or invasive of someone else's privacy.
  - Advertising and solicitations - Do not use any community areas to buy or solicit for goods, services, or money, or to advertize or sell products or services to others. For example, do not post any advertising, referrals, promotional materials, junk mail, "spam", chain letters, pyramid schemes or any other form of solicitation.
  - Any content that infringes any patent, copyright, trademark, trade secret or other intellectual property right of another.
  - Any statement that expresses or implies that any actions you take are endorsed by Toluna or our clients.
  - Do not take any Survey other than in good faith, such as providing false answers or speeding through a survey or answering each question the same way. Toluna reserves the right to withhold awarding Points to you if, in Toluna's reasonable view, your Survey responses are untruthful or not well considered.
  - Do not access or use any part of the Site for anything other than your personal, non-commercial use.
  - Do not access or use any part of the Site in any way that may violate any applicable provincial, federal, or international law, regulation, or other governmental requirement and/or regulation, treaty or tariff.
  - Do not resell, barter, trade or otherwise attempt to generate income by providing access to your Toluna Points to others.
  - Do not impersonate any individual or entity, including, without limitation, a Toluna employee, agent or client, or other Toluna members or otherwise misrepresent your affiliation with any person or entity, including by "framing" any portion of this Site to make it look like you have a relationship with us or that we have endorsed you for any purpose.
  - Do not publish or make reference in any media to any Survey or Site content without our prior written permission.
  - Do not collect or store any personal information about other members.

- Do not attempt to access any service or area of the Site that you are not authorized to access.
- Do not use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data.
- Do not send to or otherwise impact us or this Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware", "adware" or other code that could adversely impact this Site or any recipient or take any action, such as a denial of service attack, that might impose a significant burden on this Site's infrastructure or interfere with the ordinary operation of this Site.
- Do not re-post on the Site any statements you receive from the Toluna help desk.
- Do not communicate with the Toluna help desk in a manner which is obscene, vulgar, harmful, insulting, threatening, abusive, harassing, defamatory, libelous, untrue or misleading.
- Do not engage in any other activity that the Company reasonably deems improper or abusive.

Failure to comply with this Code of Conduct may result in termination of your membership account and forfeiture of any Points.

### **1.1.1 Confidentiality of Surveys**

Toluna's clients may disclose confidential and/or proprietary information and materials to you as part of Surveys, and such information and materials shall remain the sole and exclusive property of its owner. This confidential information may include, but is not limited to, new product ideas or concepts, packaging concepts, advertising and movie or television concepts or trailers, and the text, visual images and sounds related thereto. By becoming a member, you agree that you will keep the contents and materials disclosed to you as part of all Surveys in which you participate confidential and not disclose them to any third party or use the confidential information for any purpose except for the sole purpose of completing the Survey. If you breach this obligation, in addition to forfeiture of your Points and termination of your account, you may be liable for monetary damages to Toluna and/or our client for damages caused by the result of your breach.

### **Privacy Policy**

To better understand how Toluna collects, uses and shares your personal information, please review our privacy policy, which is available [here](#).

### **Member Content and License**

You hereby give a non-exclusive, perpetual, unlimited, worldwide, royalty-free right to Toluna to use for any purpose any content you submit to this Site, including the right to edit, copy, transmit, publish, display, modify, distribute, create derivative works from and develop such content and to transfer such content to third parties. You, not Toluna, will have sole responsibility and liability for all content you use, upload, post or submit to the Site, including on our message boards and in any Survey in which you participate, including the obligation to obtain any necessary approvals and authorizations required to post such content.

### **1.1.2 Toluna Points Terms and Conditions**

#### **What are Points?**

Toluna values our members' opinions, and to show our appreciation, Toluna offers incentives in the form of credits called "Points", which are credited to your account maintained by Toluna. Points are redeemable for cash, prizes or entries into sweepstakes as specified and subject to the terms below.

## Earning Points

Points will be credited to your account only through your participation in activities authorized by Toluna, which include, but are not limited to, registration as a panelist, completion of demographic profiles and completion of qualitative or quantitative marketing research activities performed by Toluna, and only in accordance with the specific incentive offer disclosed for each activity. Specifically, you may earn points as follows:

- Survey Completion: Earn Points for each survey you qualify for and complete. Points awarded vary by survey.
- Personal Interest Survey (Profile) Completion: Panelists can earn additional Points by completing the member profiles. Each completed profile is worth an additional 100 Points.

In addition, you will earn entries into our monthly cash sweepstakes (see official rules below) with three lucky winners of \$2,500, \$1,000 and \$500, plus two prizes of \$250, when you initially join the community as well as when you attempt to take a survey, but do not qualify for the study. The timing of credits for points or sweepstakes entries depends on the Survey. For some Surveys, credits are applied very quickly or within a few days; for others, the credits are applied after the Survey has closed.

Toluna will maintain a record of the Points credited to and debited from your account and allow you to check the status of your account online by logging in and checking the "Your Points" page. Although Toluna makes every effort to ensure that accounts are credited correctly, it is your responsibility to verify that your Points have been credited properly. If you feel the incentive amounts credited to your account are incorrect, you must contact Toluna by email within 60 days following our alleged error and explain in full the basis of your dispute, attaching any relevant information which offers evidence of the discrepancy. Upon receipt of your notice, we will investigate your claim and notify you of our decision to adjust or maintain the amount of Points credited to your account, as we deem appropriate, within thirty (30) days. If we need additional time to decide your claim, we will notify you and will endeavor to render a decision as soon as reasonably practicable. Any decision by us with regard to such a claim will be final.

## Redeeming Points

You can spend your Points by selecting "Get Rewards" from the "Rewards" menu, where you will be able to see the full list of rewards available for your country.

Points awarded for survey completion, personal interest surveys (formerly called profiles), and other participation on this Site are awarded in point values where 3,000 points = \$1. Points automatically convert to cash values whenever you request a payment or voucher. You can request payment when you have reached a minimum account balance of \$20, or 60,000 points. Cash payments will be made in multiples of \$20. For example, if you have a balance of \$22, and request a check, you will receive payment for \$20, and have \$2 remaining in your account.

You may only redeem your Points for cash prizes when you have accrued in excess of 60,000 Points (this threshold amount may be changed by Toluna from time to time) that are unexpired as of the date you request redemption, or for other non-cash rewards at the Point value stated. You may redeem your eligible Points at any time by notifying us via the Rewards Center. Upon receipt of such notice from you, Toluna will verify the amount in your account and will indicate to you the amount available for withdrawal. If you request a cash payment, Toluna will mail you a check within 8 weeks of your request. Please make sure that we have your correct address to avoid any delays in delivery. All rewards are void where prohibited by applicable federal, state or local laws or regulations and are subject to change as may be necessary to comply with such laws or regulations.

## Vouchers

If you redeem your Points with paper vouchers, Toluna will send the paper voucher to the mailing address you provided to us in your online registration form. Toluna will only mail one paper voucher. If you do not receive the paper voucher and we reasonably determine that you are entitled to a replacement, such replacement voucher will be an electronic one. A member must request resending of a missing voucher within a time limit of 6 months from when the voucher was first ordered. Toluna will not process any orders made after this 6 month time limit.

### Expiration of Points

When Points are credited to your account they will remain valid for one year from the date they are earned. If after this period the Points have not been used, they will automatically expire and be deleted from your account. This deduction will always occur towards the end of every month. For example, if you earned Points on March 15th, 2012, they will be removed from your account on March 28th, 2013, if they are still in your account.

In addition, all of your Points will immediately expire and be forfeited in the event that you cancel your account at Toluna or if your account becomes "inactive." To be an active member means that you have joined Toluna and participated in a Survey or other activity on this Site within 6 months from your initial registration and otherwise within the preceding 12 months. Toluna will not provide you with any notice of the cancellation and forfeiture of any of your Points. Toluna reserves the right to suspend these cancellation and forfeiture rules in its sole discretion.

### Misconduct, Fraud and Correcting Account Errors

Toluna retains the right to monitor all member activity within Toluna Points. If required by law, if you have violated our Code of Conduct above, or in the event that your account shows signs of fraud, abuse or suspicious activity, your member account may be terminated and you may forfeit all accumulated Points. If you have conducted any fraudulent activity, Toluna reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, you may be liable for monetary losses to Toluna, including litigation costs and damages, and you will not be allowed to participate in Toluna Points in the future.

If your account does not accurately reflect your Point balance, Toluna reserves the right to correct such errors. If you have been awarded Points in error or you believe that your member account has been the subject of suspicious activity, please contact Toluna immediately. If it is determined that you have been the victim of fraud, the Points you have earned will be transferred to a new member account.

### Transferability

Points have no cash value, and may not be assigned, transferred and/or pledged to any third party. You have no property rights or other legal interests in any rewards Points granted pursuant to the Program.

### Program Duration & Changes to Rules

Any revisions may affect your ability to use any Points you accumulate. If the Program is terminated or your membership is terminated by Toluna other than as a result of your breach of these Terms, you will only have 30 days from such termination date to redeem all of your accumulated Points. If there is a modification to Toluna Points, we will endeavor to notify you; however, Toluna will not be responsible if you do not learn of the modification. The rewards offered and point levels required for specific rewards are subject to change without notice. All rewards are subject to availability.

### Toluna Intellectual Property

This Site is protected by intellectual property laws and you agree to respect them. All rights not expressly granted to you are reserved by Toluna or its licensors.

The logo and trademarks "TOLUNA", "TOLUNA.com" are trademarks or registered trademarks of Toluna or its affiliates. All other trademarks, service marks, logos and trade names used on this Site are the property of Toluna or their respective owners. All rights are reserved.

As used herein, "Content" means (without limitation) all text, design, graphics, images, sound files, animation, video, interfaces, software, code and the selection and arrangement thereof appearing or included from time to time on this Site. All Content on this Site is subject to intellectual property rights, contractual or other protection. The intellectual property rights are owned by us or our licensors. No Content may be copied, distributed, republished, uploaded, posted or transmitted in any way except pursuant to the express provisions of these Terms or with our prior non-electronic consent. Modification or use of the materials for any other purpose may violate intellectual property rights. No title to copies or to intellectual property rights are transferred to users – all title and rights remain with us. This Site is © TOLUNA. All rights reserved.

### Disclaimer of Warranties

By utilizing the Toluna Points program, you acknowledge and agree that Toluna is not a bank or any other kind or form of financial institution and that "Points" credited to your account are not actual cash deposits, do not earn interest, and are only account entries that entitle you to the amount of the credited Points if you redeem them in accordance with these terms of use. You further agree that you may only redeem the amounts in your account in the manner and according to the procedures described in these terms of use, which we may amend from time to time. Toluna is not responsible for the actions of any third party, such as the issuers of any gift cards, vouchers or other rewards redeemable for Points.

You expressly agree that your use of this Site and the Toluna Points program is at your sole risk. You agree that this Site, all information on this Site, the services offered by this and their functionality, and the Toluna Points program are provided by Toluna or its corporate parents or affiliates, successors or assigns, suppliers or agents, "AS IS" and "AS AVAILABLE." Toluna is not responsible for typographical errors regardless of source. In addition, Toluna does not represent or warrant that the information accessible on this Site is accurate, complete, or current. You hereby release Toluna and its affiliates and third party providers from all liability regarding the redemption and use of any rewards, including any rewards that, after receipt, may be lost, stolen or destroyed.

TOLUNA DISCLAIMS ALL WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS: (a) OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OF RESULTS, AND OF ACCURACY OR COMPLETENESS OR PRIVACY OR SECURITY OF INFORMATION; AND (b) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

TOLUNA FURTHER DISCLAIMS ALL DUTIES TO YOU, IF ANY SUCH DUTIES EXIST, INCLUDING BUT NOT LIMITED TO REASONABLE CARE, WORKMANLIKE EFFORT, FREEDOM FROM COMPUTER VIRUS, AND LACK OF NEGLIGENCE. TOLUNA FURTHER MAKES NO WARRANTY OF TITLE OR AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY ASPECT OF THE COMPLETE SITE, OR AGAINST INFRINGEMENT.

### Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT NEITHER TOLUNA NOR ANY OF OUR AFFILIATES OR AGENTS WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR GENERAL DAMAGES, OR FOR DAMAGES FOR LOST PROFITS, LOSS OR

IMPAIRMENT OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, WORKMANLIKE EFFORT OR OF LACK OF NEGLIGENCE), OR FOR ANY OTHER SIMILAR DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OR OTHER ASPECT OF THE ENTIRE AGREEMENT OR THIS SITE, EVEN IF TOLUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY OR MISREPRESENTATION.

IN NO EVENT SHALL THE LIABILITY OF TOLUNA, ITS CORPORATE PARENTS OR AFFILIATES, SUCCESSORS OR ASSIGNS, SUPPLIERS OR AGENTS EXCEED THE ACTUAL RETAIL VALUE OF AN APPLICABLE REWARD AT ISSUE, OR IF A DISPUTE RELATES GENERALLY TO YOUR USE OF THE PROGRAM, TO THE FAIR MARKET RETAIL VALUE OF THE REWARDS WHICH YOUR UNUSED, UNEXPIRED, NON-CANCELED POINTS ARE CONVERTIBLE INTO.

### **Indemnification**

You agree to indemnify and hold Toluna, and its parent and affiliated companies, together with their officers, directors, owners, employees and agents harmless from any and all claims, losses, damages, suits, fines, levy's and costs (including reasonable attorney's fees and expert witness costs, including costs associated with in-house counsel), (collectively "Claims"), arising from or related to your use of this Site and any content you place on this Site, including Claims made by third parties. You agree that Toluna has the unlimited right to defend any Claim and to settle any Claim without your prior permission. You agree to provide Toluna with all reasonable assistance in the defense of any Claim.

### **Cancelling Your Account**

You may cancel your account at any time by contacting Toluna at [supportNA@toluna.com](mailto:supportNA@toluna.com) or by activating the "Unsubscribe" feature on this Site. Your account will also be cancelled if you withdraw from the Toluna panel. Immediately upon deletion or your withdrawal from the Toluna panel, your account will be closed. You understand and agree that, as noted above, upon closing your account, your right to access the Toluna Points program will cease and all Points credited to your account at such time, however and whenever accumulated, will be forfeited. Toluna may terminate your account at any time for any reason.

### **Tax Liability**

You may be required under local laws to pay taxes on prizes you receive. You acknowledge that we may supply information to taxing agencies, or withhold taxes, at the request of those agencies or as we, in our sole discretion, deem appropriate. You acknowledge and agree that you will provide Toluna with any additional personal information that Toluna needs to comply with any reporting or withholding obligations. Your failure to provide such information within 30 days of a request sent by Toluna to the email address registered at that time may result in the forfeiture of Points or the prizes you may have won.

### **Links**

Toluna may provide links to third-party websites as a convenience to you, and Toluna's providing of any link does not constitute an endorsement by such site of Toluna or vice versa. You agree that Toluna is not responsible for examining or evaluating the content or accuracy and Toluna does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Toluna is not in any way responsible for any such use by you.

### **Notices**

**Notices to You:** We may give you all notices that we are required to give by posting notice on this Site. You also agree that we may give notice by email in our discretion, including notice of subpoenas or other legal process (if any). We may provide notice to any email or other address that you provide during registration. You agree to keep your address current and to check for notices posted on the Site.

**Notices to Us:** We receive many emails and not all employees are trained to deal with every kind of communication, so you agree to send us notice by mailing it to Toluna USA, Inc., 21 River Road, Wilton, CT 06897, U.S.A. Attn. General Counsel. If a law requires us to accept email notice notwithstanding the foregoing, call us at (203) 834-8585 for our address established for receipt of such notices.

### **Entire Agreement; Miscellaneous.**

These Terms, including items incorporated into them (e.g., the [Privacy Policy](#)), as well as any additional terms or conditions contained on the Site for particular activities, and disclosures provided by us and consents provided by you on the Site (collectively, the "Entire Agreement"), constitute the entire agreement between us and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement. If any provision of the Entire Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible. Our failure to act with respect to a breach does not waive our right to act with respect to subsequent or similar breaches, and time is of the essence of the Entire Agreement.

This Site is controlled by us from our offices within the United States of America and is directed to U.S. users. If you choose to access this Site from locations outside the U.S., you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of U.S. export laws and regulations or the Entire Agreement.

### **Notice of Copyright Agent**

Toluna respects the intellectual property rights of others and requests that you do the same. Anyone who believes that their work has been reproduced in this Site in a way constituting copyright infringement may provide a notice to the designated Copyright Agent for the Site containing the following:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices (but not other notices) should be sent to the attention of General Counsel in the following manner:

- by mail: Toluna USA, Inc., 21 River Road, Wilton CT 06897, Attn. General Counsel
- by phone: 203 834 8585
- by fax: 203 834 8686



- by email: [legalNA@TOLUNA.com](mailto:legalNA@TOLUNA.com)

## **Further Information**

If you have a complaint, you may contact us at 21 River Road, Wilton, CT 06897, U.S.A.

## **Rules for Monthly Cash Sweepstakes**

### **Limit and Eligibility:**

This contest is open only to legal residents of the U.S. and Canada (excluding the residents of the province of Quebec). The contest is open to individuals who are 13 years of age or older unless otherwise specified in the invitation. To be entered into the contest, you must either complete the registration process, designated survey or complete up to the point of termination, depending on the qualification requirements of the survey, or complete the designated profile questionnaire (personal interest survey) or screener survey or redeem the required Points under the Toluna Point program or submit a postcard through the free method of entry described below. You must confirm the requested contact information when prompted (after completion or termination of the survey) to be eligible for the drawing. Only one winner will be accepted per household. In the event that a winner is under the age of eighteen (18), the prize will be awarded in the name of the winner's parent or legal guardian. Completion and eligibility are determined solely by Toluna. Toluna employees, family members of Toluna employees, and Toluna's suppliers, clients, distributors and/or sales agents, affiliates or subsidiaries, promotion and advertising agencies are not eligible to win. No purchase necessary to participate in the contest. This contest is void where prohibited.

### **Winners and Prizes:**

Winner will be chosen at random from among all valid entries. Winner will be chosen at random from among all valid entries. The prize awarded for the sweepstakes will be no more than \$4,500 cash, and will be as follows: Grand Prize - \$2,500, First Prize - \$1,000, Second Prize - \$500, and Third Prize – 2 \$250 prizes. The drawing will be conducted once every month.

The prizes for this sweepstakes will not exceed \$4,500 in total. Federal, state, provincial, local and any other applicable taxes in connection with these prizes are the sole responsibility of the prizewinner. Prizes are nontransferable and no substitutions are allowed. Each prize will be paid to its winner in U.S. dollars as a lump sum. Checks must be redeemed within 60 days of the date the check was written. Lost or stolen checks will not be reissued.

To obtain a list of winners, send a self-addressed, stamped envelope to:

Sponsor:

Toluna

Incentive Department

21 River Road

Wilton, CT 06897

USA

### **Odds of Winning:**

The number of eligible entries for the sweepstakes will determine the odds of winning.

### **Notification and Conditions:**

All prizewinners will be notified by email of their winnings within 6 to 8 weeks after the drawing is complete and should receive their checks four to six weeks after notification. Any prizewinner may be required to complete and return an Affidavit of Eligibility and/or a Liability Release to Toluna (if Toluna deems necessary). This will be made clear in the notification email. Toluna must receive this documentation within three weeks of initial notification (by email) or a prizewinner will forfeit their winnings and an alternate winner will be selected by random drawing.

In the event that Toluna needs additional contact information or documentation, the winner will be notified by email, and in some cases, by telephone (if necessary). The winner will be notified no longer than three days after he or she has been chosen. Unless otherwise specified, he or she must confirm and/or correct his or her contact information with a representative of Toluna by the same means in which he or she was notified—by email, and in some cases, by telephone (if necessary). If Toluna requires additional contact information and/or documentation, the winner should expect to receive his or her prize four to six weeks after Toluna receives this information. If all of the contact information and/or documentation that Toluna requires is not received within two business weeks, an alternate winner will be selected by a random drawing.

Toluna may require a completed W-9 IRS form and a completed Affidavit of Eligibility from the prizewinner (or legal guardian). The winner(s) will be notified by email of his or her winnings after the drawing is complete. Included in this email will be a direct link to the W-9 page on the IRS website, the Affidavit of Eligibility in the form of an attachment, and the Toluna return address. Winner(s) will need to print, complete, and mail this documentation to the Toluna return address as referenced in the email. Toluna must receive all of this documentation within three weeks of initial notification (by email) or the winner will forfeit his or her winnings and an alternate winner will be selected by random drawing. Winners do not need to be online or home at the time of notification. Inability of Toluna to contact winners, by means specified herein, may result in disqualification and selection of an alternate winner by random selection.

#### Release of Liability:

Toluna and any partners and clients affiliated with surveys are not in any way liable for lost, late, or misdirected entries or for any damage, loss, or personal injury resulting from a) technical errors related to computers, servers, providers, or telephone or network lines; b) printing errors; c) errors in the administration of the sweepstakes or the processing of entries; d) late, lost, or undelivered mail; or e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the sweepstakes or receipt of any prize. Taxes and additional shipping, handling and delivery fees in excess of the prize amount, if any, are the sole responsibility of the prizewinner. By accepting the prize, the winner waives the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize and any and all liability that might arise from redeeming or seeking said prize.

Winner also accepts sole responsibility for any miscellaneous costs relating to the acceptance of this prize. Except where prohibited, acceptance of prize constitutes winner's consent to use his or her name, likeness, and biographical data for advertising and promotional purposes without additional compensation. If the winner does not want to authorize the use of his or her name for the likeness of advertising and promotional purposes, he or she must inform Toluna at the time of notification.

#### Conduct:

Toluna reserves the right, at its sole discretion, to disqualify any individual it finds to be: a) tampering or attempting to tamper with the entry process or the operation of the sweepstakes or any Toluna website; b) violating the Sweepstakes Rules; c) violating the terms of service, conditions of use and/or general rules or guidelines of any Toluna property or service; or d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

This sweepstakes is void where prohibited and all applicable local laws and regulations apply.

Toluna reserves the right to cancel, suspend and/or modify the sweepstakes if fraud, technical failures or any other factors beyond the reasonable control of Toluna may impair the integrity of the sweepstakes. Participants agree to be bound by these Sweepstakes Rules and by the decisions of Toluna, which are final and binding in all respects.

This sweepstakes is governed by the laws of the state of Connecticut, USA, and all entrants agree that any action concerning this sweepstakes must be brought in the state and federal courts located in Fairfield County, Connecticut, and by participating in the sweepstakes, entrants irrevocably consent to this jurisdiction.

#### Free Method of Entry:

Whether or not you are a Toluna member, you may send a 3x5 postcard containing your name, physical address, and email address and the words "Free Entry" and the month of the sweepstakes you are entering, to: Incentive Manager, Toluna USA, 21 River Road, Wilton, CT 06897. All entries must be postmarked in the month of the sweepstakes being entered.

#### Rules for Gifties Instant Win Game

The Gifties Instant Win Game (the "Game") is open only to legal residents of the U.S. and Canada who are 13 years of age or older. Toluna members can purchase virtual goods by spending Toluna points. For each virtual good that you purchase, you have a chance to win the real object represented by the virtual good. Alternatively, you may send one (1) email [here](#) with your name, username, mailing address and the Giftie instant win prize you may wish to enter into and you will receive one (1) free Game play. If you play the Game using your Free Game Play, no Toluna Points will be deducted from your account. Winners are chosen randomly. You will be notified if you are a winner. Toluna Points are not transferable. Participants who use another Toluna member's Points to play or assign, transfer, pool, "lend", "sell", or exchange their Points to a third party to allow that person to play will be disqualified. In the event that a winner is under the age of eighteen (18), the real object will be awarded in the name of the winner's parent or legal guardian. Completion and eligibility are determined solely by Toluna. Toluna employees, family members of Toluna employees, and Toluna's suppliers, clients, distributors and/or sales agents, affiliates or subsidiaries, promotion and advertising agencies are not eligible to win. No purchase necessary to participate in the Game. If you are the first participant to play the Game at or after one of the randomly-generated times, you will be a potential winner of the prize indicated. The selection of potential winners is final and binding. The Game is void where prohibited. Any attempt by participant to obtain more than the stated number of plays by, e.g., using multiple or different Toluna accounts, email addresses, identities, registrations and logins, or any other methods will void that participant's plays and that participant may be disqualified from the Game. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Game plays by that participant. In the event of a dispute as to any Game play, the authorized holder of the account used to play will be deemed to be the participant. Potential winners may be required to show proof of being the authorized account holders.

#### Winner Selection:

Winners for each of the Game prizes will be selected at random, via computer-generated drawing. Potential prize winners must comply with the terms and conditions of these official rules. If a potential prize winner does not comply with these official rules, he/she will be disqualified from the Game, and the prize may be awarded to a potential alternate winner. Each potential winner (or the potential winner's parent or legal guardian if the winner is a minor in his/her state of residence) will be notified by email at the address associated with his/her account and may be required to sign and return to Toluna an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited) (the "Affidavit"), to claim his/her prize, and to fulfill any such other requirements as determined by Toluna. If a potential winner cannot be contacted or does not sign and return the Affidavit, where required, within the required time period, the potential winner will be disqualified. If a potential winner is

disqualified for any reason, and if time permits, Toluna may select an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternate drawings. If the potential alternate winners are disqualified, the applicable prize will not be awarded. Except where prohibited by law, by participating in the Game, participants (or minor winners' parent/legal guardian) consent to Toluna and Toluna's designees' use of their name, likeness, photograph, voice, biographical material, and city and province of residence for advertising, publicity and promotional purposes in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

#### Prizes:

Odds of winning a Game prize depends on the number of Game prizes and the number of eligible Game plays during the Game Period. No substitution, exchange or transfer of prize by the winner. Prizes are not redeemable for cash value. Toluna reserves to substitute any prize for one of equal or greater value. Each prize winner is responsible for all taxes and fees associated with the receipt and/or use of the prize.

#### General Conditions of Participation:

The Game is subject to all applicable federal, state, and local laws and regulations. All materials submitted in connection with the Game become the property of Toluna and will not be returned. If for any reason the Game is not capable of running as planned for any reason, including, without limitation, due to regularly-scheduled maintenance, infect

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#### Release/Limitations of Liability:

Except where prohibited, by participating in the Game, participants agree to release and hold harmless Toluna, Toluna's parent, subsidiaries, affiliates, and promotional partners, and their respective agents and agencies, officers, directors, and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in the Game or receipt or use or misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Game; (b) technical malfunctions related to computer hardware or software, servers, Internet connectivity, or telephone or network lines; (c) garbled, jumbled or faulty data transmissions; (d) typographical or printing errors in any Game-related materials; (e) errors in the administration of the Game or the processing of entries; (f) late, lost, delayed, intercepted or undeliverable mail or email; (g) unauthorized human or non-human intervention of the operation of the Game, including, without limitation, unauthorized tampering, hacking, theft, virus, bug, worm, or destruction of any aspect of the Game; or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Game or receipt of any prize. Each participant further agrees that in any cause of action, the Released Parties'

liability will be limited to the cost of participating in the Game and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. If for any reason a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another play in the Game, if it is possible. No more than the stated number of prizes for the Game will be awarded, and prizes are awarded "as is". In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in the Game to be claimed, Toluna reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Privacy:

The information participants submit will be available to Toluna for Toluna's use in its sole discretion, and such uses are governed by Toluna's Privacy Policy, which can be found [here](#). If you are the winner of a Game prize, Toluna may display your user picture for promotional purposes by any means now known or hereafter to be discovered.