

## ZAP SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED BY LAW.

*As referenced below, the "Announcement" is the document, email, webpage, or other announcement linking to these Official Rules. The Announcement contains important terms referenced below.*

**1 - PROMOTION DESCRIPTION:** The ZAP Sweepstakes begins and ends at the time noted in the Announcement (the "Sweepstakes Period"). By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and be bound by these Sweepstakes Official Rules (the "Official Rules") and the decisions of the Sponsor of the Sweepstakes whose decisions shall be final and legally binding in all respects.

**2 - ELIGIBILITY:** The Sweepstakes is open solely to individuals who are legal residents of the 50 United States including the District of Columbia (excluding Puerto Rico, U.S. Virgin Islands, Guam and other United States territories), 21 years of age or older at the time of entry, and as otherwise noted in the Announcement. Any person that has won a Prize during the Sweepstakes Period is not eligible to participate in any other Zap Sweepstakes drawing during the Sweepstakes Period. The Sweepstakes is not available to employees, officers and directors of Sponsor, ZapLabs LLC, and employees of any other organization affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and/or their respective agents, affiliates, subsidiaries. Immediate family members (regardless of where they reside) or household members, whether related or not related, are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and their respective spouses. "Household members" shall mean people who share the same residence at least three months a year. Eligibility is subject to all federal, state and local laws and regulations.

**3 - HOW TO ENTER:** Follow the instructions in the Announcement. All entries must be received before the end of the Sweepstakes period. In the event of a dispute over the identity of an entrant, Sponsor's information will control.

**4 - ENTRY DATES/DRAWING DATES/PRIZES/ODDS:** Sponsor will award the prizes described in the Announcement (each a "Prize"). Sponsor will conduct random drawing(s) from all eligible entries received throughout the Sweepstakes Period to select winners of the Prizes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Each drawing is conducted from all eligible entrants as of the date of the drawing.

Winners may not substitute, assign or transfer prize or redeem prize for cash (for non-cash prizes), except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value for any reason.

**5 - WINNER NOTIFICATION:** Potential Prize Winners will be notified by phone and/or by email, whichever is deemed appropriate by the Sponsor. Except where prohibited by law, the Potential winner will be required to complete and return an Affidavit of Eligibility, and Release of Liability/Publicity within ten

(10) days of date of notification or an alternate winner may be selected in a random drawing from among all remaining eligible entries. If, despite reasonable efforts, any potential winner does not respond within 5 days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit his or her prize and an alternate winner may be selected. Further, if potential winner is not in compliance with these Official Rules, or is otherwise found to be ineligible; or has declined the prize for any reason prior to award, the prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential Prize Winner for any reason. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES CONCERNING ANY PRIZE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**6 - LIMITATION OF LIABILITY AND RELEASE:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor, ZapLabs, LLC and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, franchisees, website providers, webmasters, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all liability, claims, litigation, injury, loss or damage arising in any manner, in whole or in part, directly or indirectly, from entrant's participation in this Sweepstakes and/or his or her acceptance, use or misuse of the Prize, or any portion thereof.

**7 - PUBLICITY RELEASE:** Except where prohibited by law, acceptance of any Prize constitutes Prize Winner's permission for the Released Parties to use Prize Winner's name, hometown (city and state), likeness, voice, statements and other personally identifiable information, for promotional, advertising and marketing purposes in any media worldwide, without additional consideration, consent, approval or review, or on a winner's list, if applicable. The Sweepstakes is subject to all applicable U. S. federal, state and local laws and regulations.

**8 - PRIVACY:** Information collected by entrants is subject to the privacy statement at [https://www.realogy.com/legal/privacy\\_statement.cfm](https://www.realogy.com/legal/privacy_statement.cfm). IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS SWEEPSTAKES.

### **9 - GENERAL TERMS:**

The Sweepstakes is governed by the laws of the United States. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries, registrations, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP),

## ZAP SWEEPSTAKES OFFICIAL RULES

website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the announcement of the prize, or in any Sweepstakes-related materials. Released Parties are also 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. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Sweepstakes if the Sweepstakes is compromised by virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual it believes has tampered with the entry process, the operation of the website or otherwise attempted to undermine the legitimate operation of the Sweepstakes. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY CRIMINAL PROSECUTION.

**10 - GOVERNING LAW/DISPUTES:** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively in the U.S. state or federal courts in or having appropriate venue for the County of Morris, the State of New Jersey and entrant consents to the personal and exclusive jurisdiction of said courts and expressly waives any right of change of venue, forum non conveniens or any like right; (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 attorney's 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 waives any and all rights to have damages multiplied or

otherwise increased. In any such dispute/claim/cause of action, the court shall apply the laws of the State of New Jersey with the sole exception of New Jersey law governing choice of law/conflict of laws.

**11 - WINNERS LIST:** To obtain the winner's name, send a self-addressed, stamped envelope and a note requesting the names of the Prize Winners to: ZapLabs LLC, 2000 Powell St, Emeryville CA 94608, Attn: Events Department. All such requests must be received by thirty days following the end of the relevant Sweepstakes Period.

**SPONSOR:** ZapLabs LLC, 2000 Powell St, Emeryville CA 94608.

©2017 ZapLabs LLC. All rights reserved.

---