

SHOPMONKEY, INC.
1,000 CUSTOMER PROMOTION TERMS & CONDITIONS

1. Entry Instructions.

This promotion ("Promotion") is governed by these official rules ("Official Rules"). To participate in the Promotion, entrants must during the Promotion Period (as defined below) enroll for first time as Qualified Customers (as defined below) of Shopmonkey, Inc. ("Sponsor"). Employees of Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, vendors and suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Promotion.

The object of the Contest is to generate new customers for Sponsor and reward Qualified Customers for signing up for Shopmonkey services.

A "Qualified Customer" is one that, in Sponsor's sole judgment, satisfies the following conditions: (a) the potential customer cannot be an existing customer or customer of Shopmonkey prior to the Promotion Period; and (b) the customer must register for, use and pay for not less than three (3) month of Shopmonkey subscription services. Qualified Customers signing up in July or pre-paying for annual subscriptions will receive 2 entries to the drawing; customers signing up in July and pre-paying for an annual subscription will receive 3 entries to the drawing.

- 2. Promotion Period.** The Promotion will run from July 22, 2020 at 9:00 a.m. Pacific Time until 11:59 pm Pacific Time on the August 19, 2020.
- 3. Consideration.** Sponsor will award a single prize of \$1,000 to the winner of a random drawing. No prize substitution will be permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others by winner is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 4. Winner selection and notification:** The odds of winning depends on the number of entrants. The winner of the Promotion will be selected by a random drawing conducted with the Third-Party Draw Service on Random.org after the end of the Promotion Period. The winner will be notified via email to the email address they used to register for their Shopmonkey subscription with within one (1) day following the winner selection. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is

ineligible or becomes ineligible by failing to maintain its subscription for the requisite period, fails to claim the prize within two (2) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, the prize may be forfeited and an alternate winner selected.

5. **Conditions of Participation.** By submitting an entry for this Promotion, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Promotion, which Sponsor shall make in its sole discretion. You also represent that you are not violating any third-party terms or policies, including those of your employer, by participating.
6. **Governing Law.** This Promotion and the rights and obligations of Sponsor and contestants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County.
7. **Personal Information; Privacy.** Information collected from entrants will be used for the purpose of conducting and marketing the Promotion and as well as the general uses established for such information in the Shopmonkey Terms of Service and Privacy Policy accessible from Shopmonkey.io.
8. **Sponsor.** Sponsor of this Contest is Shopmonkey, Inc. 5671 Santa Theresa Blvd. Suite 212, San Jose, CA 95123.