

## **Ibotta's \$5K Cash Back Giveaway Official Rules**

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

**GIVEAWAY IS VOID IN WHOLE OR PART WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW. GIVEAWAY IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. PRIOR TO ENTERING IBOTTA'S \$5K CASH BACK GIVEAWAY (THE "GIVEAWAY"), AN ENTRANT MUST READ THESE GIVEAWAY OFFICIAL RULES AND TERMS AND CONDITIONS ("OFFICIAL RULES"). ENTRANT MUST AGREE TO ACCEPT AND COMPLY WITH THESE OFFICIAL RULES TO PARTICIPATE IN THE GIVEAWAY. BY ENTERING OR ATTEMPTING TO ENTER THE GIVEAWAY ENTRANT UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND/OR ADMINISTRATOR, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY.**

### **1. Eligibility**

The Giveaway is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico (the "eligible geographic area"), who are physically located therein, who are at least eighteen (18) years of age or older. Entries received from individuals residing outside the eligible geographic area, or where restricted or prohibited by law or individuals who are not legal residents of an eligible geographic area or individuals who are not eligible as described above will be disqualified. Employees of Ibotta, Inc., (the "Sponsor") and its respective parents, affiliates, subsidiaries, distributors, sales representatives, Administrator and all other service agencies involved with the Giveaway and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are not eligible to participate or win.

### **2. Sponsor and Administrator**

The Sponsor is Ibotta, Inc., 1801 California Street, Suite 400, Denver, CO 80202. The Administrator is Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234. The Administrator is an independent judging organization whose decisions as to the administration and operation of the Giveaway are final and binding in all matters related to the Giveaway.

### **3. Timing**

The Giveaway begins on May 24, 2021 on or about 12:00 a.m. MST and ends on May 28, 2021 at 11:59: p.m. MST (the "Giveaway Period").

### **4. How to Enter**

During the Giveaway Period go to [https://docs.google.com/forms/d/e/1FAIpQLScKlhmcb\\_unvcs4Jhh-nN\\_bA8IXZ09avFpvnO0uo8iu5vRNng/viewform](https://docs.google.com/forms/d/e/1FAIpQLScKlhmcb_unvcs4Jhh-nN_bA8IXZ09avFpvnO0uo8iu5vRNng/viewform) and complete the online entry form by providing the required information. You will be asked to upload a video stating why you use Ibotta and how much cash back you have earned (the "Submission"). The Submission must be filmed and vertically. Submission must be no more than 60 seconds. Limit of one entry per person.

### **5. Submission Requirements**

Submission may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Defames, misrepresents or contains disparaging remarks about other people or companies;

- Contains copyrighted materials owned by others without permission;
- Contains any individual other than the entrant and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to sponsor;
- Communicates messages inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

Submissions must meet the requirements state above. Sponsor reserves the right to reject any Submissions submitted in connection with the Giveaway for any reason.

## **6. Rights in Submission**

By uploading any Submission for this Giveaway, each entrant hereby grants to the Sponsor the exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submission, or any portion thereof, in any media now known or hereafter devised. Each entrant authorizes the Sponsor, and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner the Sponsor sees fit, and to make derivative works of such materials. Each entrant agrees that the results and proceeds of such use shall become the property of the Sponsor and shall be freely assignable by the Sponsor, and that the Sponsor and its assignees and licensees shall have no obligations whatsoever to entrant. Each entrant agrees and acknowledges that participation in the Giveaway shall not give rise to any confidential, fiduciary, implied-in-fact, implied in law, or other special relationship between the Sponsor and entrant, does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements to the entrant's Submission, and that only contracts, express or implied, between the Sponsor and entrant is as set forth in these Official Rules and the release forms.

## **7. Representations and Warranties/Indemnification**

Each person who enters this Giveaway represents and warrants as follows: (i) entrant has obtained any and all necessary permissions required to submit the Submission and for Sponsor's right to use the Submission for any purpose, and entrant can and will make written copies of such permissions available to Sponsor upon request; (ii) the Submission is owned by entrant; (iii) the Submission is wholly original with entrant and, as of the date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Sponsor, Administrator and their subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

## **8. Giveaway Winner Selection**

On or about May 30, 2021 there will be a random drawing amongst all entries received during the Giveaway Period. There will be five (5) potential winners selected. Limit of one prize per person for the Giveaway. Odds of winning will depend upon the number of eligible entries received during the Giveaway Period. Potential winners will be contacted using the email address provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. Failure by a potential winner to respond to the initial verification within 72 hours of notification after three (3) attempts will result in disqualification and Administrator will select an alternate potential winner in the same manner. Sponsor's decision as to the administration and operation of the Giveaway and the selection of the potential winner is final and binding in all matters related to the Giveaway.

## **9. Verification of Potential Giveaway Winners**

POTENTIAL GIVEAWAY WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winner may be required to sign and return to Administrator, within five (5) days of the date notice is sent,

an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor may award the prize to an alternate winner by randomly drawing another potential winner amongst all entries received during the Giveaway Period.

#### **10. Grand Prizes**

Five (5) grand prizes will be awarded. Each grand prize winner will receive one thousand dollars (\$1,000). Prizes will be delivered within four (4) to six (6) weeks after prize winners are finalized. Prize winner agrees and acknowledges they will assume sole responsibility for all costs associated with the prize. Prize winner must accept the prize being awarded or prize may be forfeited and may be awarded to an alternate prize winner. Terms and conditions apply to claiming a prize. Prize is non-transferable in whole or in part except at the discretion of the Sponsor. Prize winner shall bear all risk of loss or damage to prize upon being awarded and Sponsor does not have any obligation or responsibility to replace prize if lost, damaged or stolen. No substitution or cash redemption. Sponsor reserves the right to substitute a prize (or component thereof) of equal or greater value due to prize unavailability for any reason whatsoever. Sponsor is not responsible for any fees, costs, or additional charges that may result from an Entrant or prize winner participating in the Giveaway or being awarded and receiving and using a prize.

#### **11. Entry Conditions and Release**

BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AND PRIZE WINNERS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZES, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE GIVEAWAY, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS GIVEAWAY PROMOTION OR ANY GIVEAWAY PROMOTION OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE GIVEAWAY, OR BY THE ACCEPTANCE, POSSESSION, USE OF, OR FAILURE TO RECEIVE ANY PRIZE. The Released Parties shall not have any obligation, responsibility or liability, including but not limited to any responsibility to provide compensation or award any prize to an Entrant, with regard to: (1) Entries that are forged, falsified or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries and/or notifications that are lost, late, incomplete, illegible, unintelligible, unrecorded, damaged, garbled, or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communication devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem; (4) Any technical or human errors resulting in errors of printing of Giveaway offer, administration of Giveaway, potential prize winner Giveaway notification, announcement of Giveaway prize winner and/or prize, or any errors of any kind that may result from Giveaway; (5) Entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming a prize; (6) Any inability of a prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, threats of or actual terrorism, weather, war, fire, labor dispute or strike, civil disturbance, riot, transportation interruption or any similar event or cause beyond the Released Parties reasonable control; (8) Human error, unauthorized human

intervention, inaccurate or non-capture or mis-entry of any information and/or of an entry; and (9) Any Entrant, prize winner or any other person for damage to such person's computer or its contents or mobile device. Entrants and prize winners acknowledge that they will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition and features of a prize. Sponsor reserves the right to correct any errors pertaining to this Giveaway for any reason whatsoever. If for any reason whatsoever the Giveaway (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Giveaway, Sponsor, in its sole discretion, reserves the right to cancel, modify, suspend or terminate the Giveaway and determine the prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

## **12. Publicity**

Except where prohibited, participation in the Giveaway constitutes winner's consent to Sponsor and its agents use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

## **13. General Conditions**

Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor or Administrator's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Administrator in their sole discretion. Sponsor or Administrator reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **14. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (5) any 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 Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes among all legitimate, unawarded, eligible prize claims.

## **15. Disputes**

Except where prohibited, by participating, Entrants agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of Colorado without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Giveaway, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any Entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. By entering the Giveaway, all Entrants agree to be subject to jurisdiction in the Federal and State courts of Colorado and agree that all disputes relating in any way to this Giveaway must be resolved in the courts of Colorado. Entrants agree not to raise the defense of forum non conveniens.

**16. Privacy**

Sponsor's privacy policy can be accessed by visiting [ibotta.com/docs/privacy](http://ibotta.com/docs/privacy).

**17. Winners List**

Winners List: To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: Ibotta's \$5K Cash Back Giveaway - Winners List. Requests must be received by 10/1/2020.

**18. Official Rules**

For a copy of Official Rules visit [www.universal-promotions.com/sweeps/5k](http://www.universal-promotions.com/sweeps/5k). In the event of a conflict between these Official Rules and the Sponsor's Privacy Policy, to the extent it applies, the Official Rules will control and if any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Giveaway-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.