

# Ibotta's Back to School Contest, Featuring Five Star® Brands

## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. CONTEST IS VOID IN WHOLE OR PART WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW. CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. PRIOR TO ENTERING IBOTTA'S BACK TO SCHOOL CONTEST, FEATURING FIVE STAR® BRANDS (THE "CONTEST"), AN ENTRANT MUST READ THESE CONTEST OFFICIAL RULES AND TERMS AND CONDITIONS ("OFFICIAL RULES"). ENTRANT MUST AGREE TO ACCEPT AND COMPLY WITH THESE OFFICIAL RULES TO PARTICIPATE IN THE CONTEST. BY ENTERING OR ATTEMPTING TO ENTER THE CONTEST, ENTRANT UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR AND ADMINISTRATOR, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.**

- Eligibility:** The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia (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 parent, affiliates, subsidiaries, distributors, and sales representatives, as well as Administrator and all other service agencies involved with the Contest and members of each 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.
- 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 Contest are final and binding in all matters related to the Contest.
- Timing:** The Contest begins on July 27, 2020 on or about 9:00 a.m. MST and ends on August 9, 2020 at 11:59:59 p.m. MST (the "Contest Period").
- How to Enter Contest:**

You can enter on Facebook, Instagram or Twitter (collectively the "Platform"). To enter you must follow Ibotta on the Platform (Instagram @IbottaApp (<https://www.instagram.com/ibottaapp>), Facebook (<https://www.facebook.com/ibottaapp/>), Twitter @IbottaApp (<https://twitter.com/IbottaApp>) and upload a photo of your own original drawing of your favorite part about going back to school in your Five Star notebook or on any other paper. Share the photo on social media with the hashtag #IbottaSchoolContest. The drawing and photo together shall be referred to as the "Submission." The "Submission" along with the required hashtag and any other content contained in the Entrant's post to their Platform shall be referred to herein as the "Entry" Entrants are not permitted to use another person's identity or Platform account to enter the Contest. If a person is found using another person's identity or Platform account, he or she will be disqualified and ineligible to claim any prize. Limit of one entry per person per social media Platform during the Contest Period.

**Content:** Entry cannot contain profanity, inappropriate or explicit language, pornographic, or sexual content, content promoting alcoholic beverage use, illegal drugs, tobacco, firearms, gambling, weapons, or hateful content of any kind (including racism, sexism etc.) nor can it contain any content that promotes violence or harm to another living creature, or any other offensive, obscene or inappropriate content. An entry cannot violate any applicable laws or promote any unsafe behavior, nor can an entry defame, misrepresent, or contain disparaging remarks about people or companies, including but not limited to Sponsor of Five Star® Brands. An entry cannot communicate messages or images inconsistent with the positive images or goodwill to which Sponsor wishes to associate, nor can an entry promote a political agenda regardless of the political affiliation.

5. **Entry Submission Guidelines & Restrictions:**

- a. **Originality, Ownership and Rights:** The Entry submitted must be the entrant's original work, it cannot be copied from any other material, nor can it have been previously published or awaiting publication at the time of submission. The Entry must be the sole property of the Entrant and Entrant must have all rights necessary to submit, reproduce and distribute his or her Entry in the Contest. Entrant is solely responsible for ensuring that any Entry submitted into the Contest does not, and will not, violate any of the rights of any third party. Entrant warrants and represents that he or she owns or controls all rights in any Entry submitted into the Contest.
- b. **Professional Photographs with Watermarks:** The photo cannot depict any watermarks, names or logos from a professional photographer or photography studio.
- c. **Permissions:** An Entrant must have written permission from any identifiable individual(s) who appear in the Entry to use their names and likenesses in the photo and to grant the rights set forth herein, unless Entrant is the parent or legal guardian of a child or children appearing in the Entry (Entrant must have written permission from the parent or legal guardian of a child under the legal age majority that appears in his or her photo prior to submitting his or her photo into the Contest). If requested, Entrant must be able to produce such permissions or proof in a form acceptable to Sponsor. Entrant must be able to provide upon request all appropriate clearances, permissions, and releases for the Entry (in the event an Entrant does not provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Entry, or seek to secure the releases and clearances for Sponsor's benefit).
- d. **Non-infringing:** Entry cannot contain any material that would violate or infringe upon the rights of any third party, including copyrights, trademarks, or rights of privacy or publicity.
- e. **Content:** Individuals depicted in an Entry are not permitted to be dressed indecent in the Entry. Indecent is defined as offensive to accepted standards of decency or modesty; or considered to be lewd or vulgar. In Sponsor's and Administrator's sole discretion, Sponsor and Administrator will determine what is considered to be dressed indecent. Sponsor reserves the right to disqualify any Entry deemed as indecent.

6. **License to Use Submitted Materials and Sponsor's Rights to Entries:** By participating and submitting an Entry, Entrant agrees that Entrant's entry submission is gratuitous and is made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose the fact of, and contents of, Entry on a non-confidential basis to anyone, without any compensation to Entrant. Entrant further grants to Sponsor and its affiliated companies the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry (with or without Entrant's name) in any media now known or later developed throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party on Entrant's behalf. In addition by submitting an Entry, Entrant, forever waives any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights in the Entry that may preclude Sponsor or its affiliated companies use of the Entry, or require Entrant's permission for the Sponsor or its affiliated companies to use the Entry. Entrant acknowledges that Sponsor is in no way obligated to broadcast, post, publish, or use Entrant's Entry in any way. Entries become the sole property of the Sponsor and may not be acknowledged and will not be returned. Entrants acknowledge and agree their Entries become the property of the Sponsor, which thereby has the right to promote and otherwise use the Entries in any way Sponsor sees fit as permitted by law.

7. **Entry Screening, Entrant Verification and Restrictions:** Sponsor and Administrator reserve the right to screen Entries, and in their sole discretion Sponsor and Administrator reserve the right, to disqualify any Entry that fails to adhere to these Official Rules. Sponsor nor Administrator are obligated to notify Entrants of their actions to remove or disqualify any entry. Entrants agree if his or her Entry is contested in any manner for any reason whatsoever, Sponsor or Administrator may disqualify that Entry and discontinue use without notification and Entrants agree if any Entry is contested in any manner for any reason whatsoever, Entrants will not contest the decision of Sponsor or Administrator and that such decision shall be final. All Entries and Entrants are subject to verification as it relates to this Contest, at any time and for any reason. The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of compliance with these Official Rules, including without limitation, proof of

identity or eligibility. Entrants are not permitted to use another person's identity, or email address, nor can an Entrant share the same Ibotta account or email address to enter the Contest.

8. **Non Capture of Entry and Entry Errors:** In the event that for any reason whatsoever an Entrant's Entry, or any portion thereof, is not captured as a full submission in accordance with these Official Rules, whether through no fault of Entrant or otherwise, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, or human intervention, computer or cellular transmission, or network connections, any such attempted Entry submissions will become null and void and Sponsor shall have no duty to advise Entrant, to allow Entrant to resubmit, or any liability for such failure in any respect; all of which Entrant hereby waives to the fullest extent permitted by applicable law. Specifically without limiting the generality of the foregoing, in addition Sponsor is not responsible for any lost, late, illegal, intercepted, incomplete, misdirected, damaged, destroyed, mutilated, or not received Entries, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of Entries, nor is Sponsor or Administrator responsible for any individual who fails to successfully enter Contest. Proof of sending an Entry will not be deemed to be proof of an Entry submission, nor will it be deemed proof of receipt by Sponsor or Administrator.
9. **Winner Determination:** On or about August 15, 2020 all Entries will be judged on the following three criteria: i) level of detail; ii) creativity / uniqueness; and iii) humor. The top five scoring submissions will be the grand prize winners. If there is a tie between two or more entrants, the tie will be broken by the tied entrant that scored higher for the 'level of detail' criteria. Limit of one prize per person for the Contest.
10. **Non-Authorized Means of Entry and Tampering:** An Entry obtained outside of an authorized, legitimate channel of method of entry as described in these Official Rules will be disqualified from the Contest. Entrants are not permitted to use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest. If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by Sponsor or Administrator) that any person has attempted, or has used multiple names, identities, email addresses, or has used any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he or she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor or Administrator. The use of automated software or unauthorized computer programs to register for Sponsor's Contest is prohibited. Sponsor reserves the right to disqualify any person found or suspected of tampering with the entry process, or the operation of this Contest, or interferes with the proper entry of this Contest, or is acting in violation of these Official Rules, or is acting in a non-sportsmanlike or disruptive manner, or is acting with intent to annoy, abuse, threaten, or harass any other persons will be disqualified. **WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS CONTEST OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
11. **Additional Contest Entry Conditions:** Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Contest, for marketing purposes, administration of Contest, or any other purpose Sponsor believes may be of interest to Entrant about products and services offered by Sponsor, unless prohibited by law. Sponsor assumes no liability for any Entries submitted into the Contest that violate these Official Rules. Sponsor is not responsible for any change in an Entrant's name, email address, Ibotta account, or the inability of a potential prize winner to receive notification by Sponsor. If for any reason whatsoever data is not available to contact a potential prize winner, his or her Entry will become null and void and the potential prize winner will be disqualified from the Contest.
12. **Prizes:** Five (5) prizes will be awarded. Each prize winner will receive a two hundred-dollar (\$200) Ibotta account credit. If a winner is not an Ibotta member they will have the option to either open an Ibotta account and receive the \$200 credit or they can request a check for \$200. Prizes will be delivered within four (4) to six (6) weeks after prize winners are finalized. 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.

13. **Potential Prize Winner Notification and Entry Disqualifications:** Prize winner will be potential prize winner until Sponsor or Administrator confirms his or her prize winner status. Sponsor or Administrator may notify the potential prize winner by sending a direct message on the Platform to the potential winner. Sponsor and Administrator reserve the right to modify the notification process. In the event a potential prize winner fails to adhere to instructions given by Sponsor or Administrator, the potential prize winner may be disqualified from the Contest and ineligible to claim a prize or receive any type of compensation. In Sponsor's or Administrator's sole discretion, a selected entry of the potential prize winner will be disqualified from the Contest if he or she: a) is unreachable or unresponsive to notification or attempted notification in timeframe stated in notification or within 48 hours; or b) declines or cannot accept, receive or use the prize or any component of the prize for any reason; or c) does not meet eligibility requirements; or d) has failed to comply with these Official Rules; or e) submits a response after the allocated response by date. If for any reason whatsoever a potential prize winner, or if the potential prize winner is declared a prize winner, is disqualified from the Contest, he or she will be required to forfeit the prize and will not receive any kind of compensation.
14. **Prize Winner Release of Publicity Rights:** By accepting a prize, prize winner agrees to allow Sponsor or a representative acting on Sponsor's behalf the perpetual right to use prize winner's geographical information, email address, photos, videos and/or likeness, and statement for Contest, trade, commercial, advertising and publicity purposes, at any time or times, by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to Contest without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.
15. **Compliance to Official Rules:** BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY COMPLIES WITH ALL THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES AND THE TERMS AND CONDITIONS OF IBOTTA APP. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY ENTRANT SUBMITS NOR WILL RELEASED PARTIES ASSUME ANY LIABILITY BECAUSE OF AN ENTRANT USING OR MISUSING THE IBOTTA APP. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES. By submission of an entry, Entrant warrants and represents he or she has met these Contest eligibility requirements and unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator.
16. **Assumption of Risk Release:** In consideration for entering the Contest, each Entrant agrees and acknowledges he or she ASSUME ALL RISKS associated with acceptance, possession, use or misuse of the prize, participation in any related activity and agrees to hold harmless, release, defend and indemnify the Released Parties (defined below).
17. **Release and Limitations of Liability: BY SUBMITTING AN ENTRY, ACCEPTING A PRIZE OR OTHERWISE PARTICIPATING IN THIS CONTEST, ENTRANTS AND PRIZE WINNERS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, ACCO BRANDS USA, LLC., AND EACH OF 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 CONTEST, 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 CONTEST PROMOTION OR ANY CONTEST PROMOTION OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE CONTEST, 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 Contest offer, administration of Contest, potential prize winner Contest notification, announcement of Contest prize winner and/or prize, or any errors of any kind that may result from Contest; (5) Entrants who have committed fraud or deception in entering or participating in the Contest 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 Contest for any reason whatsoever. If for any reason whatsoever the Contest (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 Contest, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Contest and determine the prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

18. **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 Contest, 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 Contest, 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 Contest must be resolved in the courts of Colorado. Entrants agree not to raise the defense of forum non conveniens.
19. **Severability and Headings:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the

validity and enforceability of any remaining provisions. Headings are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

20. **Tax Information:** The value of a prize may be taxable as income to a prize winner. Prize winner is solely responsible, at his or her own costs, for all matters relating to the prize, including but not limited to, all federal, state and local taxes. It is the sole responsibility of the prize winner to seek independent counsel regarding tax implications.
21. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting [ibotta.com/docs/privacy](http://ibotta.com/docs/privacy).
22. **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 Back to School Contest, Featuring Five Star® Brands - Winners List. Requests must be received by 11/1/2020.
23. **Official Rules:** For a copy of Official Rules visit [www.universal-promotions.com/sweeps/fivestar](http://www.universal-promotions.com/sweeps/fivestar). 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 Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.