

Ibotta's Summer of Snacking 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 SUMMER OF SNACKING GIVEAWAY (THE "GIVEAWAY"), AN ENTRANT MUST READ THESE GIVEAWAY 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 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 June 14, 2021 on or about 12:00 a.m. MST and ends on June 17, 2021 at 11:59:59 p.m. MST (the "Giveaway Period").
4. **How to Enter Giveaway:**
You can enter on Facebook, Instagram, or Twitter (collectively the "Platform") during the Giveaway Period. To enter you must follow Ibotta on a Platform:
 - Instagram: @IbottaApp - [instagram.com/ibottaapp](https://www.instagram.com/ibottaapp)
 - Facebook: Ibotta - [facebook.com/ibottaapp](https://www.facebook.com/ibottaapp)
 - Twitter: @IbottaApp - twitter.com/Ibottaapp

Then on the Platform share a photo of your favorite snack that you've discovered on the Ibotta app with the hashtag #IbottaSnackingGiveaway. The content and any other content uploaded 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 Giveaway. 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.

You must have your social media profile set to public. Entrants are not permitted to use another person's identity or Platform account to enter the Giveaway. 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 Giveaway 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. 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 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 and remove 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 Giveaway, 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, Ibotta account, or email address, nor can an Entrant share the same Ibotta account or email address to enter the Giveaway. If a person is found using another person's identity, email address or Ibotta account he or she will be disqualified and ineligible to claim any prize. In case of a dispute as to the identity of an Entrant who uses the Ibotta Entry Method, Entry will be considered to have been made by the authorized account holder of the Ibotta account, identified with the Entry submission, regardless of the person that submitted the Entry. In the event of a dispute regarding entries received from multiple Entrants using or having the same Ibotta account the authorized account holder of the email address associated with the Ibotta account at the time of Entry submission will be deemed to be the Entrant. Sponsor reserves the right to deem that the Entry was submitted by the authorized account holder of the email address associated with the Ibotta account.
6. **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 Giveaway. 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.

[AF1]

7. **Drawings / Odds of Winning:** On or about June 18, 2021 there will be a random drawing amongst all Entries received during the Giveaway Period. There will be four (4) 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.
8. **Prizes:** Four (4) prizes will be awarded. Each prize winner will receive a two hundred and fifty dollar (\$250) Visa Gift Card. 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.

9. **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 Giveaway. 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 Giveaway. 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, lbotta accounts or has used any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Giveaway, then he or she may be disqualified from the Giveaway 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 Giveaway is prohibited. Sponsor reserves the right to disqualify any person found or suspected of tampering with the Entry process, or the operation of this Giveaway, or interferes with the proper Entry of this Giveaway, 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 GIVEAWAY OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, 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.
10. **Additional Giveaway Entry Conditions:** Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Giveaway, for marketing purposes, administration of Giveaway, 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 Giveaway that violate these Official Rules. Sponsor is not responsible for any change in an Entrant's name, email address, lbotta 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 Giveaway.
11. **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 Giveaway 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 Giveaway if he or she: a) is unreachable or unresponsive to notification or attempted notification in the 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 Giveaway, he or she will be required to forfeit the prize and will not receive any kind of compensation.
12. **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 Giveaway, 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 Giveaway

without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.

13. **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 THE IBOTTA APP, LOCATED AT [HTTPS://IBOTTA.COM/DOCS/](https://ibotta.com/docs/). 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 Giveaway eligibility requirements and unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator.
14. **Assumption of Risk Release:** In consideration for entering the Giveaway, 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).
15. **Release and Limitations of Liability:** 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 AWARDED, 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, the 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.

16. **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.
17. **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.
18. **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.
19. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting ibotta.com/docs/privacy.
20. **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 Summer of Snacking Giveaway - Winners List. Requests must be received by 9/1/2021.
21. **Official Rules:** For a copy of Official Rules visit www.universal-promotions.com/sweeps/snacking. 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.