Benefit Mobile Convention Promotion: Spring, 2017 Official Rules

- ELIGIBILITY: The eScrip/Benefit Mobile Contest is open to Schools and Nonprofit Organizations ("Groups")
 who complete a "Claim Your Group" Benefit Mobile registration form at the eScrip/Benefit Mobile booth at one
 of 3 Conventions in the spring of 2017 as defined in section 2 below. Program is void where prohibited or
 restricted by federal, state, or local laws and regulations.
- 2. **PROGRAM DATES/PROMOTION PERIODs**: The Program starts at 12:00 am (EDT) on the opening day of the conventions listed below and continues until 12:00 pm (EDT) 30 days beyond the end of the convention. Three (3) promotion dates:

PTO Today Convention March 15, 2017 Pasadena, CA – promotion ends April 15, 2017 NCEA Convention April 18 – 20, 2017 – promotion ends May 20, 2017 CA State PTA Convention April 27 – 29, 2017 – Promotion ends May 29, 2017 Electronic Scrip, Inc. ("Sponsor") is the official time keeper for this Program.

- 3. **TO PARTICIPATE**: In order to participate and be eligible for a prize, Groups must be enrolled with eScrip before May 29, 2017. Sponsor reserves the right to verify all reporting data prior to awarding of contest prizes. Neither Benefit Mobile, the participating merchants, Electronic Scrip Incorporated, their respective parent companies, subsidiaries, affiliates, directors, officers, employees, agencies nor any of their respective partners (collectively, the "Sponsor Affiliates") are responsible for electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss, delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind.
- 4. **PRIZE AWARD DETERMINATION:** At the end of the Program Period, groups will receive prizes based on the number Supporters making their first gift card purchase via the Benefit Mobile app (smartphone app available in the iTunes app store or Google Play store) as defined in Section 6. Prize Determination will be made by Electronic Scrip, Inc., whose decisions are final on all matters relating to Contest Prize Determination.
- 5. **PRIZES:** Each Group that has ten (10) or more "First Purchase Supporters" as defined in section 6 within 30 days of the close of the convention in which they complete their first "Claim Your Group" Benefit Mobil registration will receive a One Hundred USD (\$100.00) bonus contribution. Limit One (1) prize per Group
- 6. **FIRST PURCHASE SUPPORTER:** is 1) a person who downloads the Benefit Mobile app 2) Completes the registration process for participation in the Benefit Mobile program 4) Chooses your Group as their beneficiary and 4) Makes their first purchase during the promotion period. Supporters who have previously downloaded the app, but have not yet made a purchase, are eligible to be counted as a "First Purchase Supporter" provided they make their first purchase during the promotion period and support your group.
- 7. PRIZE AWARD NOTIFICATION/VERIFICATION/PRIZE RESTRICTIONS: The principal or other authorized administrator at a potential winning group may be contacted initially via telephone and will then be required to sign and return an Affidavit of Eligibility, Liability Release, and where legal, a Publicity Release within ten (10) days of notification attempt. Noncompliance within this time period will result in disqualification and another group will be selected for the prize. If any prizes award or prize award notification is returned as non-deliverable, the group will be disqualified and Prize awards will be forfeited. Prize awards are non-transferable and non-exchangeable. Groups are responsible for payment of any and all local, state and federal taxes, if applicable. Sponsor is not liable for and will not pay any such taxes.
- 8. **PAYMENT OF PRIZES:** Sponsor will make payment of Prizes by check or Electronic Funds Transfer, based on its sole discretion, within 120 days of the end of the promotion period
- 9. CONDITIONS OF PARTICIPATION: THE FOLLOWING TERMS & CONDITIONS APPLY: Neither the Sponsor nor the Sponsor Affiliates assume any responsibility for incorrect or inaccurate capture of information including, but not limited to, technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof. In the event this Program is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate or suspend the

Program and determine prize award recipients from among all valid group entries received prior to cancellation. Sponsor Affiliates are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Program or by any human error which may occur in the processing of the submissions in the Program. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the submission process or the operation of the Program or Program Website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Entrants agree to be bound by these Official Rules and the decisions of the judges.

- 10. GENERAL: Participants agree to indemnify and hold harmless and waive any and all claims of liability of any kind whatsoever against the Sponsor and/or the Sponsor Affiliates, including, but not limited to, damages, claims or causes of action of any kind whatsoever (however named or described) for injuries, loss or damage to person(s), including death, and property, or rights of publicity or privacy, defamation, or portrayal in a false light which may arise with respect to participation in the Program and/or the acceptance, possession, use/misuse of any prize(s), and/or participation in any Program related activity. By accepting a prize, groups and their faculty and staff consent to the use of their names and photographs or likenesses by Sponsor for purposes of advertising, trade and promoting in any and all media on behalf of the Sponsor, including on the Internet, at any time or times without prior notification, review, or approval or further compensation, unless prohibited by law. The Sponsor and Sponsor Affiliates shall accept no responsibility for any additional expenses, omissions, delays, rerouting or acts of any government or authority.
- 11. All actions arising pursuant to this Program will be brought in the federal and state courts residing in Alameda County, California, and this Program will be governed, in all respects by the internal laws of the State of California without regard to its conflict of law rules.
- 12. **SPONSOR:** The Sponsor of this Program is Electronic Scrip., Inc., 1810 Gateway Dr., Ste. 115, San Mateo, CA 94404.