

# FinFit IQ CONTEST OFFICIAL RULES

The FinFit IQ Contest is sponsored by FinFit Ops, LLC (“FinFit” or the “Sponsor”). No purchase necessary to play or win. Void where prohibited. The promotion will be offered periodically as determined by the Sponsor during the period beginning on June 1, 2018 and ending on December 31, 2018 (the “Trivia Contest Period”). The Trivia Contest Period may be extended or shortened by the Sponsor in its sole discretion.

## **Eligibility:**

Any registered member of the FinFit comprehensive financial wellness program (the “Program”) may participate in the FinFit IQ Contest, provided that the registered member is a US resident age 18 or older. You may become a registered member if you are employed by an employer which provides employees with access to the FinFit program as a voluntary employee benefit. In order to become a registered member, an eligible employee must create an account at MyFinFit.com. There is no cost or fee to become a registered member.

Employees, agents, and contractors (collectively, "employees") of Sponsor and its respective parents, affiliates, and subsidiaries, and any other entity involved in the development or administration of this Contest, and all persons residing in the same households as employees are not eligible to win.

Notwithstanding the foregoing, the Sponsor may in its sole discretion modify the eligibility requirements during the testing and/or demo phases of this promotion. In case of such testing or demos the following modifications may be made to the eligibility requirements (i) US residents age 18 or older may participate without being required to be a registered member of the Program; and (ii) employees of Sponsor may participate and are eligible to win.

This promotion is subject to any policy or practice limiting or restricting participation by any employer of any registered member.

## **How to Participate:**

FinFit IQ is a live trivia quiz contest which may be accessed by computer or smartphone, either through the MyFinFit.com website or the FinFit App. No purchase or payment is necessary to participate in the FinFit IQ Contest. During the Trivia Contest Period, a FinFit IQ Contest will be held at such times and on such dates as determined by Sponsor in its sole discretion. Registered members will receive announcements regarding the next game session by email, text, an/or push notifications (if permissible) and information about the next game session will also be provided on MyFinFit.com.

In order to participate, the registered member must click on the trivia link provided prior to the beginning of the session. That link will prompt the member to enter their name, phone number, and email address associated with their FinFit account. Once that information is entered, the

registered member may participate. You must be present when the session begins in order to have a chance to participate.

Each session may consist of one practice question, followed by ten or more multiple choice trivia questions with the number of questions determined by Sponsor. Each question will have three possible answers, and a participant will be informed of how many seconds they have to select and submit an answer for each question. Sponsor's system in the official clock for the start of the session and the time limit to select and submit each answer. The questions get progressively more difficult. If a participant answers the question incorrectly, or does not successfully submit the answer within the allotted time, that participant will be eliminated from the quiz. Each participant that answers all questions correctly in the allotted time will share in the prize amount for that session. If there is a single winner, that individual will receive the entire prize amount. If there are multiple participants who have answered all questions correctly in the time allotted, such remaining players will split the Prize evenly. Sponsor's determination of the correct answer is final and binding, and no appeals will be considered based on the wording of any question or source of such answer.

If a winner is determined to be ineligible, Sponsor may, at its option and sole discretion, choose not to award the Prize to that ineligible participant.

#### **Prizes:**

The winner of each live trivia session will receive a cash prize, determined in Sponsor's sole discretion (the "Prize"). The amount of the Prize for each session will be announced prior to the commencement of that session. In the case of multiple winners, such players will split the Prize evenly. In the event there is no winner for a session, Sponsor may choose not to award any prize for that session or may choose to roll over that prize to the next session. In the case of a rollover of a prize amount due to there being no winner for a session, the maximum amount of the prize for a session will not exceed \$3000.00.

FinFit will only issue a Prize and any accompanying tax forms to the individual identified in the account information for the registered members FinFit account. When registering for any FinFit IQ Contest, the participant must use the email associated with that FinFit account. FinFit IQ Trivia uses your account information to contact and verify winners. Out of date or incorrect account information at the time you enter a Contest may disqualify you from receiving a Prize, and use of an email address other than the one associated with your FinFit account will disqualify you from receiving a Prize. Failure to provide valid, working contact information in connection with your account may result in forfeiture of any Prizes awarded.

Sponsor expressly reserves the right to disqualify any entries that it believes in good faith are generated by an automated means or scripts or that violate any of these Contest Rules or the Terms of Use. Entries generated by script, macro or other automated means are void.

Decisions of the Sponsor are final and binding with respect to all matters related to the Contest. In no event shall the Sponsor be obligated to award any Prizes other than the Prize specified in these Official Rules. The Sponsor does not guarantee that the Prize can be made available to the winner.

The Prize is not assignable and not transferable, and no substitutions are permitted. In addition, if the Prize is unable to be fulfilled to the winner due to any applicable law, rule or regulation, or if the winner cannot claim the Prize for any reason, or Sponsor is unable to deliver the Prize to the winner within 90 days, then Sponsor reserves the right to not award the Prize at all. The winner shall be responsible and liable for all federal, state and local taxes on the value of the Prize.

### **General Conditions and Releases:**

By entering the Contest or accepting a Prize, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Sponsor, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by Sponsor to be eligible for the Prize. The winner may be required in Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable Prize. Winner may also be required to furnish proof of identity, address and birth date in order to receive a Prize.

Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, submissions, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner Sponsor deems appropriate for publicity purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list). Notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory), your acceptance of a Prize constitutes your authorization to (i) have Sponsor (and its agents, consultants and employees) photograph, record, tape, film and otherwise visually and audiovisually record you, (ii) have Sponsor (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process and otherwise exploit any results of such activity (including without limitation any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Sponsor sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including without limitation for illustration, art, promotion, advertising, trade or any other purpose whatsoever; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

An entrant or winner may be disqualified from the Contest if he or she fails to comply with any provision of these Official Rules, as determined in the sole discretion of the Sponsor. Sponsor, in its sole discretion, may disqualify you from a Contest, refuse to award Prizes and require the return of any Prizes, or suspend, limit, or terminate your account if you engage in conduct Sponsor deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of Contests or in any way detrimental to other users. Improper conduct includes, but is not limited to: Falsifying personal information, including payment information, required to claim a Prize; violating any of these Rules, using unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Contest or trying to in any way tamper with the computer programs associated with the Contests; obtaining other entrants' information and spamming other entrants; and any other form of abuse; or otherwise violating these Rules.

You acknowledge that the forfeiture and/or return of any Prize shall in no way prevent Sponsor from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

Participation in the Contest is at entrant's own risk. Sponsor shall not be liable for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with this Contest; or (5) any warranty with respect to any Prize or any component thereof.

THE CONTEST IS PROVIDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONTEST.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS) (B) AMOUNTS IN EXCESS OF THE PRIZE FOR THE APPLICABLE CONTEST, (C) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND/OR (D) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By entering the Contest, you agree to and hereby do release and hold harmless Sponsor, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Prize or your participation in this Contest, or from any misuse or malfunction of any Prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising therefrom. Any person attempting to defraud or in any way tamper with this Contest may be prosecuted to the full extent of the law. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest should viruses, bugs or other causes beyond its control corrupt the administration, security or proper operation of the Contest. By participating in this Contest, you agree that any dispute or litigation arising from or

relating to this Contest shall be determined by binding arbitration only in Virginia Beach, VA, by and under the American Arbitration Association's rules for arbitration of consumer-related disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these Rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Rules otherwise remain in full force and effect and enforceable.

To receive a complete list of winners or a copy of the Official Rules, send a self-addressed stamped envelope to FinFit, 272 Bendix Road, Suite 525 Virginia Beach VA 23452.