mophie Apple powerstation Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- **2. SPONSOR**. The mophie Apple powerstation Sweepstakes (the "<u>Sweepstakes</u>") is sponsored by mophie llc, 15101 Red Hill Avenue, Tustin, CA 92780 (the "<u>Sponsor</u>").
- **3. SWEEPSTAKES PERIOD**. The Sweepstakes begins on June 20, 2016 at 12:01:00 AM Pacific Time "(<u>PT</u>)" and ends at 11:59:59 PM PT on June 30, 2016 (the "<u>Sweepstakes Period</u>"). Sponsor's clock is the official time-keeping device for this Sweepstakes.
- **4. ELIGIBILITY**. The Sweepstakes is open only to legal U.S. residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at time of entry. Officers, directors, and employees (collectively, "employees") of the Sponsor or of each company's parent company, subsidiaries, affiliated companies, agents, advertising and promotional agencies, those involved in the execution and administration of the Sweepstakes, and the immediate family members (defined as parents, spouse, children, siblings, grandparents) of such employees, and all those with whom such employees are domiciled, are not eligible to enter or win.
- **5. HOW TO ENTER.** During the Sweepstakes Period, you can enter by going to http://www.mophie.com/apple-sweeps (the "Website"), click on the Sweepstakes entry link, and complete the Sweepstakes entry form. All entries must have a valid Apple employee email address. All entries must be received by 11:59:59 PM PT on June 30, 2016 in order to be eligible for the Sweepstakes Drawing.

Internet access is required in order to enter the Sweepstakes though the Website. The submission of an entry is solely the responsibility of the entrant, and all data, Internet access and usage charges are the responsibility of the entrant. If you use your mobile device to log in to the Website, you will be charged according to your wireless service provider's standard data rates. Check with your wireless service provider for details on data rates and other applicable charges.

<u>Limit</u>: You may enter the Sweepstakes only one (1) time during the Sweepstakes Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry in the Sweepstakes by using multiple/different email addresses, Facebook accounts, identities, registrations, or any other methods may void that entrant's entry and that entrant may be disqualified. No automatic, programmed, robotic or similar means of entry are permitted and will result in disqualification.

In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder for the email address or Facebook account associated with the potentially winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

Once submitted, entries become the exclusive property of Sponsor and will not be returned. Except as otherwise stated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with Sponsor's Privacy Policies found at http://www.mophie.com/privacy-policy and with any and all consent given by an entrant at the time of entry. Sponsor may use your personal information to send you information about Sponsor, but Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information.

Please note that you may not be sent confirmation of receipt of an entry; in the event that your entry is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor as to the eligibility of your entry. Any automated computer receipt (such as a confirmation email) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. Any illegible, unintelligible, incomplete, or garbled entries are not permitted and may be disqualified.

By entering, entrants agree to be bound by these Official Rules and by the decisions of the judges, which are final and binding in all respects. Any entries not in conformance with these Official Rules will be disqualified. For a copy of these Official Rules, please print them from the Website during the Sweepstakes Period.

6. DRAWING. mophie llc will conduct a random drawing from all eligible entries during the Sweepstakes Period and choose fifty (50) winners on July 1, 2016 (the "Sweepstakes Drawing") in Tustin, California. Odds of winning the Sweepstakes depend on the total number of eligible Sweepstakes entries received.

Potential winners must comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential Sweepstakes Prize winners will be notified by email at the email address used for entry with instructions to send Sponsor a response email accepting the prize. If any potential winner notification is returned as undeliverable, or if potential winner does not respond to notification within five (5) days of the date and time of prize notification, prize may be forfeited and an alternate winner may be selected in accordance with the applicable prize winner selection process described in these Official Rules. Potential winners will be required to sign and return an Affidavit of Eligibility and Release (a "Release") within fourteen (14) days of the date of prize notification in order to receive prizes. (If potential winner is under the age of majority in their state of legal residence, the Release must be executed on potential winner's behalf by a parent or legal guardian). If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or returned as undeliverable, if a potential winner does not respond according to the notification or Sponsor's instructions, or if a winner or potential winner fails to comply with these Official Rules, the prize will be forfeited in Sponsor's sole discretion and an alternate winner may be selected (time permitting) based on the original method of winner selection in Sponsor's sole discretion. Sponsor may only look to three (3) alternate winners per associated prize, at which point the associated prize may be deemed unclaimed and Sponsor will have no further obligation with respect to that prize. If legitimately claimed, the prize will be awarded. Upon prize forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that entrant.

7. PRIZE. The Sweepstakes Prize consists of one (1) powerstation 3X for each of the fifty (50) winners chosen. Approximate retail value ("ARV") of the Sweepstakes Prize is seventy nine dollars and ninety five cents in U.S. Dollars (\$79.95 USD). The winners of Sweepstakes Prize will receive an email notification from Sponsor instructing winner to send Sponsor a response email accepting the prize. The Sweepstakes Prize will be shipped/delivered within 4-6 weeks from prize acceptance.

All taxes or expenses, including, without limitation, sales tax, luxury tax, and any other costs incurred in claiming or using any Sweepstakes Prize, are the sole responsibility of the Sweepstakes Prize winner. Prize and any portion(s) thereof are non-transferable. No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

The Internal Revenue Service ("IRS") requires Form 1099-MISC to be issued and filed for each Sweepstakes Prize recipient who received a prize/award if the annual aggregate is at least Six Hundred U.S. Dollars (\$600.00 USD) or more. Winners who are USA residents must complete and submit an IRS W-9

form to receive any prize. The Sweepstakes Prize recipient is responsible for any income tax liability and should consult his/her tax advisor and/or independent counsel regarding prize winnings and for the proper tax treatment of this income on his/her tax return.

8. GENERAL. This Sweepstakes is subject to all federal, state and local laws and regulations. By participating, entrant agrees: (i) to be contacted by Sponsor by email from entrant's entry; and (ii) that, if entrant is a Sweepstakes Prize winner, Sponsor (and its authorized agents) may use winner's name, Facebook user name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information, in any and all media now existing or hereafter devised for promotion, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and entrant hereby releases Sponsor, and their parent companies, subsidiaries, affiliated entities, shareholders, members, managers, officers, printers, distributors, agents and advertising agencies, and their employees, agents, representatives and consultants (the "Released Parties") from any liability with respect thereto. Entrants assume all liability for any injury, death, or damage caused, or allegedly caused, in whole or in part, by participating in this Sweepstakes or receipt, use or redemption of the Sweepstakes Prize.

Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify from this or any sweepstakes or promotion it sponsors, now or in the future, any person it finds, in its sole discretion, has (i) violated these Official Rules, (ii) entered the Sweepstakes more than the permitted number of times through the use of multiple email addresses, Facebook accounts, identities or any other device or means, (iii) tampered with the entry process, the operation of the Sweepstakes, the Website, or any other aspect of this Sweepstakes, or (iv) used immoral, obscene, profane, inappropriate, disparaging, libelous, defamatory or offensive language or words on the Sweepstakes Website or related Internet/social media pages.

Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend part or all of this Sweepstakes in the event that human or technical error occurs in the administration of this Sweepstakes, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, legal matters or other causes beyond Sponsor's control, corrupt, impair or prohibit the administration, security, fairness, proper play or completion of the Sweepstakes. In the event the Sweepstakes or any portion of the Sweepstakes is cancelled, suspended or discontinued for any reason, Sponsor reserves the right to award the prize in a random drawing from all eligible entries received prior to the date of cancellation or suspension.

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 Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded (as determined by which Sweepstakes Drawing is conducted). In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules (as determined by which Sweepstakes Drawing is conducted) to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prizes to entrants, with regard to: (1) entries that contain inaccurate information or do not comply with or violate these Official Rules; (2) entries or registrations, prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (3) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, registrations or entries, or any incorrect or inaccurate transcription of related information; (4) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or in claiming any prize; (5) any problems or technical malfunctions of the Sweepstakes, the Website, any telephone or communications network or lines,

computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the internet or at the Sweepstakes Websites, related social media pages or any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer or wireless device related to or resulting from participation or downloading any materials related to this Sweepstakes; (6) 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 Sweepstakes or receipt, redemption, or use or misuse of any prize; (7) any inability of a winner to accept a prize for any reason; or (8) the inability to award all or any part of a prize due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

By participating in this Sweepstakes, entrant releases the Released Parties from any and all liability for any accident, loss, tax liability, damage of any kind, injury or death arising from entrant's participation in this Sweepstakes, or resulting from acceptance, possession, use or misuse of any prize. Without limiting the foregoing, all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

- 9. **DISPUTE RESOLUTION**. Any and all disputes with respect to this Sweepstakes will be resolved in the appropriate courts in the State of California exclusively, and subject to the laws of the State of California, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. By entering, entrant consents to the exclusive jurisdiction and venue of the federal, state and local courts located in/for Tustin, California. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by entering this Sweepstakes, entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)
- 10. WARNING. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.
- **11. WINNERS LIST**. To receive a list of winners, send a stamped, self-addressed envelope to: mophie Apple powerstation Sweepstakes Winners List, mophie llc, 15101 Red Hill Avenue, Tustin, CA 92780, by July 31, 2016.

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