



**MOPHIE #POWERFORALL SWEEPSTAKES 2016
OFFICIAL RULES**

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

1. **SWEEPSTAKES PERIOD:** The MOPHIE #POWERFORALL SWEEPSTAKES 2016 (the “Sweepstakes”) begins on **October 13, 2016, at 12:00 a.m. Pacific Daylight Time (PDT)** and ends on **November, 8 2016, at 11:59 p.m. PDT (“Sweepstakes Period”)** with entry opportunities and prizes as detailed herein. Entries must be shared/posted, submitted, and received within the current period of the Sweepstakes to be valid and eligible for the Sweepstakes. Sponsor’s computer system is the official time-keeping device for the Sweepstakes.
2. **ELIGIBILITY:** Entry in the Sweepstakes is open only to legal residents of the United States who (i) are at least eighteen (18) years of age, and (ii) have a valid personal e-mail account.

Employees of mophie llc (“mophie” or “Sponsor”) and its subsidiaries, affiliates, sales representatives, advertising, promotion, and fulfillment agencies, directors, officers, and contractors (“Sweepstakes Entities”), and each of their immediate family members and persons living in their same household are not eligible. Individuals who previously won a prize from Sponsor in any contest or sweepstakes during the previous one (1) year period are ineligible to enter the Sweepstakes. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram or Twitter. Entrant understands that he/she is providing his/her information to Sponsor and not to Instagram or Twitter.

3. **HOW TO ENTER:** During the Sweepstakes Period, you (“Entrant”) may enter the Sweepstakes by using the sweepstakes widget on the mophie website as specified below. Data and message rates may apply. Be sure to consult your wireless provider. Sponsor is not responsible for any charges wireless service providers may charge Entrant. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING.**

To enter the Sweepstakes using the sweepstakes widget on the mophie website, you must:

- (i) Go to www.mophie.com/powerforall
- (ii) Complete sign-up form in the sweepstakes widget.
- (iii) Click on the submit button.
- (iv) Upon submission, Entrants will automatically receive one (1) entry into the Sweepstakes.
- (v) Entrants can then take any of the social media actions listed on the sweepstakes widget to gain additional entries into the Sweepstakes.
- (vi) All access and use of mophie.com must be in accordance with the terms and conditions found at <http://www.mophie.com/terms-conditions>. All access and use

of social media sites must be in accordance with the terms and conditions of those sites.

D. Additional Requirements. Please also note the following important entry requirements:

- (i) All entries will be declared made by the authorized account holder of the e-mail address registered to the Instagram/Twitter account that submitted the entry or the email address provided when uploading through the mophie website, and he/she must comply with these Official Rules.
- (ii) Entries generated by script, macro, mechanical, or other automated means or by any means which subvert the entry process are void.
- (iii) The entries must not contain viruses, Trojan horses, worms, bots, spyware, or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data, or information.
- (iv) Any entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entries must be the original work of the Entrants and must not have been previously published elsewhere or entered in another contest or sweepstakes. If you are posting/submitting an image/photograph, you confirm that it is original, violates no copyright laws, and that you have appropriate permission to use it.
- (v) If applicable, Entrant must have permission from all identifiable individuals who appear in the image/photograph to use their likeness in the image/photograph and to grant the rights set forth in these Official Rules. If requested, Entrant must be able to provide such permissions in a form acceptable to Sponsor.
- (vi) By entering the Sweepstakes, each Entrant agrees that all rights to his/her entry, regardless of whether or not it is selected as the winning entry, including but not limited to copyright and ownership, become the property of Sponsor and will not be returned. Sponsor shall have the exclusive right to use, reproduce, license, transfer, or modify any entry for any purpose, including without limitation television commercials, online commercials, print advertising, and collateral and other marketing items as Sponsor deems fit in its sole discretion. If requested, Entrant will within seven (7) days provide a signed release or other documentation in a form to be provided by Sponsor that Sponsor deems to be required for Sponsor or its designees to make use of the rights Entrant is granting to use the entry.
- (vii) Entries *must not* (a) contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement; (b) disparage Sponsor or any other person or party affiliated with the promotion and administration of this Sweepstakes; (c) contain material not created by Entrant; (d) contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous; (e) contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; or (f) contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the entry is created.

E. ENTRY LIMIT: Entrants may enter up to three (3) times as specifically allowed in the sweepstakes widget. Multiple Entrants are not permitted to share the same e-mail address or social media account. Any Entrant who violates any of these Official Rules during the Sweepstakes Period may be disqualified.

4. **PRIZE:** One (1) prize (the “Prize”) will be awarded for this Sweepstakes and will consist of two (2) economy class roundtrip airfare tickets from within the United States to Yosemite, California, four (4) nights’ accommodations at a 3-star hotel double occupancy room (with a two-person maximum), and a mophie product package. The Prize will have a total Approximate Retail Value of not greater than four thousand nine hundred ninety nine U.S. Dollars (\$4,999.00 USD). The Prize is not redeemable for cash or substitution. All expenses and taxes related to the Prize, including federal, state, and local taxes, are the sole responsibility of winner.

Winner must book airfare and hotel through mophie at least sixty (60) days before the date of travel, and the booking must be for travel that will be completed before June 30, 2017. mophie will have final choice of airline and hotel after considering winner preferences. Airline tickets may not be upgraded, assigned, or transferred, and are non-refundable. Prize package does not include additional flight paths/stops, flight changes after booked, hotel nights, meals, beverages, transportation, and/or incidental expenses.

All ground transportation fees and expenses, accommodations, meals, and other expenses not specifically set forth in these Official Rules as being borne by Sponsor are the sole responsibility of the Winner. All elements of the prize are subject to availability and other restrictions and must be redeemed and/or completed between the departure date and the return date of the roundtrip air travel. Airport transfers, taxes, and fees; any baggage or upgrade fees; and other airline charges are not included and are the responsibility of the Winner. Blackout periods and other restrictions may apply. Winner is responsible for obtaining proper documentation prior to travel, including, if necessary, passports and visas. Winner will be responsible for travel arrangements other than flight and hotel booked through mophie as detailed above; Sponsor shall not in any matter be obligated to make any other travel arrangements. Sponsor will not reimburse Winner for any costs or fees associated with changing air travel plans, and failure of Winner to follow travel arrangements (e.g., missing a flight). Sponsor shall not be liable for any failure to operate, delay in operating or accidents involving any flight, including but not limited to acts of God, governmental actions, fire, weather, war, civil commotion, riots, epidemics, quarantine, restrictions, terrorist events, Air Traffic Control, strikes or labor disputes, inability to obtain fuel for the flight in question, or otherwise.

Sponsor is not responsible for any cancellations, delays, diversions, substitutions, or any act or omission of any entity or person providing any services in fulfilling the prize awarded. Winner hereby releases Sponsor from any liability for any harm, injury, or loss that may be suffered by the Winner as a result of participation in the Prize. Entrants hereby acknowledge that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize manufacturer that may be sent along with a prize. PRIZES WILL BE ACCEPTED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ARE NON-TRANSFERABLE, AND NO SUBSTITUTION OR CASH EQUIVALENT IS ALLOWED, EXCEPT AT THE DISCRETION OF THE SPONSOR. Sponsor will not replace any lost or stolen prize element. Any depiction of prize in promotional materials is for illustrative purposes only. Prizes will only be awarded in the name of the Winner. Decisions of the Sponsor are final in all respects of the Sweepstakes. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

5. **DRAWING:** mophie will conduct a random drawing from all eligible entries during the Sweepstakes Period and choose one (1) winner on November 9, 2016 (the "Sweepstakes Drawing"), in Tustin, CA. Odds of winning the Sweepstakes depend on the total number of eligible Sweepstakes entries received.
6. **NOTIFICATION OF WINNERS:** The Prize Winner will be notified by the Sweepstakes Drawing date and time listed above in Section 5 as follows:

MOPHIE WEBSITE ENTRY: The Prize Winner will receive an email from mophie at the email address used to enter the Sweepstakes. The Prize Winner will be required to respond to the email **WITHIN TWENTY FOUR (24) HOURS** and follow the Prize claim instructions as directed, or the Prize will be forfeited.

The Prize will be awarded only to a Prize Winner who has presented his or her own positive, government-issued identification and who has signed/acknowledged and returned applicable tax forms, an Affidavit of Eligibility, Release of Liability and (where legal) Publicity Release to Sponsor within **twenty four (24) hours** from the notification date. If a selected winner cannot be contacted; is ineligible; fails to claim a Prize; where applicable, fails to timely execute and deliver to Sponsor an appropriate tax form, Affidavit of Eligibility, Release of Liability and/or Publicity Release that is complete and unmodified; if a Prize is returned as undeliverable; or if the potential winner fails to comply with any of the terms of these Official Rules; the potential winner may be disqualified, the Prize will be deemed forfeited and, at Sponsor's sole discretion, and the Prize may be awarded to an alternate winner selected from among all remaining valid, eligible entries received. Each potential winner may be required to show proof of being the Authorized Account Holder. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder of the e-mail account specified in the entry. "**Authorized Account Holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor is not responsible for the failure of any communication, including without limitation, winner notifications via e-mail or Instagram that are the result of technical, system or transmission errors. Sponsor may cancel, modify, or suspend the Sweepstakes based upon any such error without liability at Sponsor's sole discretion.

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

7. **DELIVERY OF PRIZE:** The Prize may be claimed by the Prize winner: (i) at a location to be designated by Sponsor; or, at the Prize winner's option, (ii) via shipment to a valid address specified by the Prize winner. Winning the Prize is contingent upon fulfilling all requirements set forth herein.
8. **GENERAL RULES:** **By entering or participating in the Sweepstakes, Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects relative to the Sweepstakes.** Sweepstakes Entities are not

responsible for any incorrect or inaccurate information or technical failures of any kind; or for any claims, injuries, losses, or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of the Prize; participation in this Sweepstakes or in any activity or travel related thereto or from any interaction with computer Sweepstakes information. Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Sweepstakes.

9. **RELEASE AND INDEMNITY:** By entering the Sweepstakes, each Entrant agrees to defend, indemnify, release, and hold the Sweepstakes Entities, Instagram, and Twitter (collectively, the “**Released Parties**”) harmless from and against any and all losses, demands, damages, rights, claims, injuries, actions, and liabilities of any kind arising out of or related to (i) Entrant’s participation in the Sweepstakes or (ii) Entrant’s participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). 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 by the receipt, use, or redemption of the Prize.

10. **LIMITATION OF LIABILITY:** Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers’ computer equipment, software, failure of any e-mail to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to Entrant’s or any other person’s computer related to or resulting from participation or downloading any materials in this Sweepstakes. Under no circumstances will Sponsor award more prizes than the prizes set forth above. In the event that any erroneous duplicative awarding of prizes occurs, the error shall be corrected and the prize awarded to the proper winner based on the criteria set forth above. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal challenges, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Sweepstakes, and to cancel, terminate, modify, or suspend the Sweepstakes. Any disputes relating to this Sweepstakes or any prizes awarded in connection with the Sweepstakes shall be resolved individually without any resort to any form of class action, and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes. Under no circumstances shall any Entrant be permitted to obtain awards for other damages or have damages multiplied or otherwise increased. SOME JURISDICTIONS MAY PROHIBIT OR LIMIT EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

11. **GOVERNING LAW; JURISDICTION:** These Sweepstakes and Official Rules are governed in all respects by the laws of the United States and the State of California without regard to the conflicts of laws principles of any jurisdiction. Any action, suit, or case arising out of, or in connection with, this Sweepstakes or these Official Rules must be brought in either the federal or state courts located in Orange County, California.

12. **USE OF PERSONAL DATA:** When an Entrant post/submits/shares/tweets an entry in the Sweepstakes, Entrant may be requested by Sponsor to provide certain personal information, including but not limited to, Entrant's first and last name, physical mailing address, e-mail address, and account name, in accordance with Sponsor's privacy policy. Please review the Sponsor's privacy policy at <http://www.mophie.com/privacy-policy>. Entrants will be providing information to Sponsor, not to Instagram or Twitter.
13. **PUBLICITY:** As a condition of entry into the Sweepstakes, except where prohibited by law, each Entrant by entering, and the winner by accepting the Prize, grants to the Sweepstakes Entities a nonexclusive, perpetual, worldwide, irrevocable, fully paid-up, royalty-free, fully sublicenseable and transferable license and right to publicize, distribute, make derivative works of, broadcast, display and/or otherwise use the Sweepstakes Entrant's Sweepstakes entry, name, likeness, entry, nickname, user name, Instagram/Twitter user name, city, state and/or biographical material (collectively, "**Personal Data**"), in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission, or approval.
14. **OFFICIAL RULES/WINNER'S LIST REQUESTS:** To obtain a copy of these Official Rules or name(s) of winner(s), available for a period of thirty (30) days after the end of the Sweepstakes Period, visit www.mophie.com or send a self-addressed stamped envelope to: **MOPHIE #POWERFORALL SWEEPSTAKES 2016** Official Rules/Winners List Request, 15101 Red Hill Avenue, Tustin, California 92780.
15. **SPONSOR:** This Sweepstakes is sponsored by mophie llc, 6244 Technology Avenue, Kalamazoo, Michigan 49009, USA.
16. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy, or terms of use on the Website, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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