

MyPoints® Frugal Valentine's Day Giveaway

NO PURCHASE NECESSARY TO ENTER OR TO WIN

OFFICIAL RULES

VOID IN THE PROVINCE OF QUEBEC (CANADA) AND WHERE PROHIBITED BY LAW OR REGULATION. THIS SWEEPSTAKES IS OFFERED ONLY IN THE 50 STATES OF THE U.S., WASHINGTON, D.C. AND CANADA (EXCLUDING QUEBEC) AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY.

1. Sponsor: MyPoints.com, Inc., 50 California Street, 3rd Floor, San Francisco, CA 94111 ("Sponsor"). Although the MyPoints® Frugal Valentine's Day Giveaway (the "Sweepstakes") is administered through a Facebook interface, the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. ("Facebook"). You are providing your information to Sponsor and not to Facebook.

2. Eligibility: The Sweepstakes is open only to permanent legal residents of the 50 United States and Washington, D.C. (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions) and Canada (excluding the province of Quebec) who are physically located and residing therein and who warrant and represent that they meet all of the following requirements as of the time their entry into the Sweepstakes is deemed complete: (a) they are 18 years of age or older; (b) they have a Facebook account; (c) they have Internet access; (d) they possess a social security number, or federal tax identification number issued by the appropriate government agency at time of entry; and (e) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, the Sweepstakes Official Rules. Employees of Sponsor (defined below) and those involved in the development, handling, production, implementation and distribution of the Sweepstakes, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, prize suppliers, or any other persons/entities directly associated with the Sweepstakes (collectively "Sweepstakes Entities") and/or members of their immediate families and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Sweepstakes.

3. How to Enter: The Sweepstakes begins at 12:00:01 a.m. Pacific Standard Time ("PST") on February 3, 2014, and ends at 11:59:59 p.m. PST on February 27, 2014 (the "Sweepstakes Period"). To enter this Sweepstakes, please access the MyPoints Facebook fan page at <http://www.facebook.com/MyPoints> and click the "Promotions" tab. You will be required to "Like" the MyPoints Facebook fan page (if you are already a "Liker," you will not be required to complete this action). You will also be required to input your name, email address, date of birth and zip code on a separate entry form page. In addition, if you are not already a member of MyPoints, you will be required create an account by indicating your non-member status on the entry form, verifying your account via a link sent to your email address by MyPoints, and agreeing to the MyPoints Terms of Service and Privacy Policy when completing that verification. Finally, you must then submit a short essay (one to three sentences) describing your idea of how to show your Valentine you care on a budget. The order of these steps may vary. These steps will enter you in the Sweepstakes (the "Essay Entry"). Only one Essay Entry per email address and natural person is allowed during the Sweepstakes Period. Valid Essay Entries must be submitted via the online method as described above. Prospective entrants will also be offered the opportunity to invite their friends to enter the Sweepstakes and will receive one additional entry for every invited friend who completes the Essay Entry process described above (each an "Invite Entry"). In addition, each Essay will be posted on the MyPoints Facebook fan page for other people to vote on, and prospective entrants will receive one additional entry for every vote their Essay receives (each a "Vote Entry", and together with the Essay Entry and Invite Entries, the "Entries").

Essay subject matter must be relevant to the theme described above or the Essay Entry and all Invite Entries and Vote Entries tied to that Essay Entry will be disqualified. By submitting an Essay Entry, each entrant represents and warrants that the Essay is his/her original creation in accordance with these

Official Rules, has not been copied in whole or in part from any other work, do not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity, and are his/her sole and exclusive property. By submitting an Essay Entry, each entrant further represents and warrants that he/she has all necessary rights to grant Sponsor the publication and use rights set forth below. As determined by Sponsor in its sole discretion, any Essay that includes material unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights will not be accepted and such entrant will not be eligible to receive entry into this Sweepstakes. By entering this Sweepstakes, each entrant (his/her parent/legal guardian if the entrant is a resident of a jurisdiction that deems him/her to be a minor) grants Sponsor the right: (i) to post/publish his/her submitted Essay on websites and/or other web pages (such as MyPoints' fan page on Facebook) owned, operated by or affiliated with the Sponsor (the "Websites") and any other present or future media in which it is or may be published, including, without limitation electronic databases, without further compensation; and (ii) to modify, edit, adapt, and electronically alter his/her submitted Essay without compensation or further notice to the entrant. Although Sponsor is granted the rights herein, it is not obligated to, nor does it represent or warrant that any Essay submitted by an entrant will be published on the Websites or otherwise, or that such publication will be free of technical errors, problems or compatibility issues and Sponsor shall have no liability related thereto.

All Entries must be received during the Sweepstakes Period. Any attempt by an entrant to obtain more than the allowable entries by using multiple/different e-mail addresses or Facebook accounts, identities or any other online methods will void all of that entrant's Entries. By entering, entrants agree to comply with these Official Rules including all eligibility requirements. Sponsor reserves the right to verify eligibility of all entrants. Illegible and/or incomplete Entries and Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and their agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Sweepstakes is prohibited and may result in the disqualification of Entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

4. Prizes and Odds of Winning: Sixty (60) Prizes will be awarded, made up of ten (10) Grand Prizes and fifty (50) Second Prizes, with one (1) Grand Prize and five (5) Second Prizes awarded over each of the ten (10) Entry Periods described below. Each of the ten (10) "Grand Prizes" is an award of 50,000 MyPoints Points and each of the fifty (50) "Second Prizes" is an award of 5,000 MyPoints Points. **Approximate Retail Value ("ARV") of each Grand Prize is Three Hundred Fifteen Dollars (\$315.00 USD) and of each Second Prize is Thirty-One Dollars and Fifty Cents (\$31.50 USD). Total ARV of all Prizes is Four Thousand Seven Hundred Twenty-Five Dollars (\$4,725.00 USD).** The value of each of the Prizes represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. In the event the ARV of any Prize (or Prize component) is more than the actual retail value of such Prize (or Prize component), the difference will not be awarded in cash or otherwise. Points are redeemable at participating MyPoints affiliated retailers listed at <http://www.mypoints.com/emp/u/allRewards.vm>, are non-transferable and no cash equivalent will be awarded. All winners are solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. There is no substitution, transfer, or redemption of Prizes for cash. **Odds of winning depend on the number of eligible Entries received during each of the Entry Periods described below.** If a Potential Winner is a resident of a jurisdiction that deems him/her a minor, the applicable Prize will be awarded in the name of his/her parent or legal guardian. If a Winner forfeits a

Prize, this forfeiture will serve as complete fulfillment of the obligation by the Sponsor and no additional compensation will be awarded. Each Winner is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. No substitution, transfer, or cash equivalent for a Prize (or Prize component) is permitted. All federal, state, local or other taxes are the sole responsibility of each Winner. EACH PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES). ACCEPTANCE AND/OR USE OF A PRIZE ARE AT THE WINNERS' SOLE RISK, AND SPONSOR IS NOT RESPONSIBLE FOR DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR MISUSE OF A PRIZE. SPONSOR RESERVES THE RIGHT TO VERIFY ELIGIBILITY OF THE WINNER. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

5. Winner Selection and Notification: One (1) potential Grand Prize winner and five (5) potential Second Prize winners will be randomly selected from among all eligible Entries in each of ten (10) separate drawings by Sponsor or a designee, the judge of the Sweepstakes whose decisions are final and binding on all matters relating to the Sweepstakes (each a "Potential Winner"), in accordance with the following schedule:

Entry Period	Entry Period starts at 12:00:01 a.m. PST on February 3, 2014 and ends at:	Entry Period drawing on or about:
1	8:59:59 a.m. PST on February 17, 2014	February 17, 2014
2	8:59:59 a.m. PST on February 18, 2014	February 18, 2014
3	8:59:59 a.m. PST on February 19, 2014	February 19, 2014
4	8:59:59 a.m. PST on February 20, 2014	February 20, 2014
5	8:59:59 a.m. PST on February 21, 2014	February 21, 2014
6	8:59:59 a.m. PST on February 24, 2014	February 24, 2014
7	8:59:59 a.m. PST on February 25, 2014	February 25, 2014
8	8:59:59 a.m. PST on February 26, 2014	February 26, 2014
9	8:59:59 a.m. PST on February 27, 2014	February 27, 2014
10	11:59:59 p.m. PST on February 27, 2014	February 28, 2014

In addition to meeting all of the other eligibility requirements set forth in these Official Rules, the Potential Winner must be a registered member in good standing with MyPoints at the time of the drawing. Limit one (1) Prize per person/family/household for the entire Sweepstakes Period. Each Potential Winner will be notified by email (at the email address provided in the Sweepstakes entry). The Potential Winner (if a resident of a jurisdiction that deems him/her to be a minor, his/her parent or legal/guardian) will have three (3) business days from the date of the notification email to respond. If the Potential Winner does not respond to the email notification within this time frame, he/she may be disqualified and an alternate Potential Winner may be selected from among the other Sweepstakes entrants at Sponsor's sole discretion. If the Prize notification cannot be delivered or is returned as undeliverable, the Potential Winner forfeits the Prize. If a resident of Canada is selected as a Potential Winner, he/she will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a timed, mathematical skill-testing question, to be administered by Sponsor either by mail, telephone, e-mail or fax (at its sole discretion) before the awarding of the Prize. In the event that the Potential Winner does not comply with these Official Rules or is otherwise disqualified for any reason, Sponsor may award the applicable Prize to an alternate Potential Winner selected from among the other Sweepstakes entrants at its sole discretion. Each Potential Winner who receives a Prize is known as a "Winner".

6. General Conditions and Disclaimers: This Sweepstakes is subject to these Official Rules and all applicable federal, state, provincial, and local laws (collectively "Rules and Laws"). By entering this

Sweepstakes, each entrant agrees to waive any right to claim any ambiguity or error in the Official Rules of the Sweepstakes and to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final in all respects. By accepting a Prize, each Winner (his/her parent/legal guardian if the Winner is a resident of a jurisdiction that deems him/her to be a minor) attests to the provisions stated in these Official Rules and compliance with these Official Rules. The Sweepstakes Entities are not responsible or liable for multiple Entries in excess of any stated limit, Entries that are entered by other than human means (such as by an automated computer program or any non-human method) or that are mechanically duplicated, late, destroyed, incomplete, lost, misdirected, forged, damaged, tampered with, or Entries that are otherwise not in compliance with these Official Rules (whether due to the fault of the Sweepstakes entrant, Sponsor, or any other Sweepstakes Entity), and all such Entries will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Sweepstakes or web site, and to cancel, terminate, modify, or suspend the Sweepstakes without notice and to select the winners from all eligible Entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any website, theft or destruction, or unauthorized access to, or tampering with or hacking of any website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Sweepstakes. Any person attempting to defraud Sponsor or tamper with the Sweepstakes in any way will be prosecuted to the full extent permitted by law and will not be eligible for a Prize. Each entrant (his/her parental/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) agrees to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from use of any Entries or participation in the Sweepstakes. Acceptance of a Prize constitutes that Winner's permission for the Sponsor to use the Winner's name, photograph, image, likeness, voice, biographical information, statement and/or hometown and state for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and releases the Sponsor from all claims arising out of the use thereof.

7. Release From Liability of Sweepstakes Entities: By participating, entrants agree that Sweepstakes Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with the Sweepstakes (including, but not limited to, misprinted or typographical errors on the Sweepstakes promotional materials), including participation, acceptance/possession and/or use or misuse, and/or defect of a Prize, even if caused by the negligence of the Sponsor and/or Sweepstakes Entities. Entrants agree to indemnify and hold harmless the Sweepstakes Entities, including without limitation the Sponsor, prize suppliers and their respective parent company, subsidiaries and affiliated companies, and each of them from and against any and all liability, damages, costs, attorneys fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by the entrant upon the Sweepstakes Entities in these Official Rules and for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any Prize and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. Entrants also agree that the Sweepstakes Entities shall not be responsible for unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, interruption or inability to access or utilize the assets/tools designated for this Sweepstakes for any reason, or any combination thereof. Entrants further agree that the Sweepstakes Entities are not responsible or liable for any injury or damage to the Entrant's or third party's computer and/or its contents, related to or resulting from any part of this

Sweepstakes. Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (a) by any wrongful, negligent or unauthorized act or omission on the part of Sponsor or any of its agents, servants, employees or independent contractors, (b) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (c) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parent company, subsidiaries and affiliated companies. 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 the Prizes. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

8. Disputes: Any controversy or claim arising out of or relating to (a) the Sweepstakes (including without limitation, its administration or technical functionality), (b) the awarding or redemption of a Prize, and/or (c) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation, shall be governed by and construed in accordance with the substantive laws of the State of California without giving effect to any choice of law or conflict of law rules. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in San Francisco County, California before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280, et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect the ability of Sponsor or any of its affiliates to seek from a court injunctive or equitable relief at any time. Each participant agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Each participant further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Sweepstakes but in no event attorneys' fees; and, under no circumstances, will a participant be entitled to awards for and participant 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 increased. Should any term of this paragraph be deemed void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this paragraph within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

9. Official Rules/Names of Winners: For a copy of these Official Rules or the names of the Winners, send a self-addressed, stamped envelope to: MyPoints® Frugal Valentine's Day Giveaway "Rules" or "Names of Winners" (specify which), 50 California Street, 3rd Floor, San Francisco, CA 94111. All requests must be received by April 30, 2014.