

What Makes You Different Sweepstakes

Official Rules

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **ONLINE ENTRY ONLY & INTERNET CONNECTION REQUIRED**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. (“FACEBOOK”) OR TWITTER, INC. (“TWITTER”).**
- **NOTE TO ALL MINOR ENTRANTS: YOU MUST ASK YOUR PARENT OR LEGAL GUARDIAN FOR PERMISSION AND HELP TO ENTER. EACH WINNER’S PARENT/LEGAL GUARDIAN WILL BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND REQUIRED TO EXECUTE THE PRIZE ACCEPTANCE DOCUMENTS OR THE PRIZE MAY BE FORFEITED.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS (AND AN ENTRANT’S PARENT OR LEGAL GUARDIAN ON HIS/HER BEHALF IN THE CASE OF A MINOR ENTRANT) AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Eligibility.** The What Makes You Different Sweepstakes (the “**Sweepstakes**”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) states in the United States or the District of Columbia and who are at least thirteen (13) years of age or older at the time of entry. Employees, officers and directors of Yoobi, LLC (“**Sponsor**”) and, its parent, and i am OTHER Entertainment, LLC (“**i am OTHER**”), and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively, the “**Sweepstakes Entities**”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “**Official Rules**” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. Each minor entrant’s parent or legal guardian agrees to be bound by these Official Rules both individually and on behalf of the entrant.
2. **Entry Period.** The Sweepstakes begins on or about 10:00 a.m. Pacific Time (“**PT**”) on August 10, 2016 and all entries must be received by the Sponsor on or before 11:59 p.m. PT on August 13, 2016 (the “**Entry Period**”).
3. **How to Enter.** There are two (2) methods of entry for this Sweepstakes:
 - (i) **Facebook Application Entry.** To participate and enter this Sweepstakes via Facebook, individuals will need a Facebook account (“**Account**”). If you don’t already have an Account, visit www.facebook.com to create an Account; creating an Account is free. By submitting your information and creating an Account, you will be required to agree to the Facebook’s Statement of Rights and Responsibilities and Data Use Policy. If you do not agree to Facebook’s terms and privacy policy, you cannot create an Account or participate in this Sweepstakes. Once logged into your Account, to enter the Sweepstakes, during the Entry Period, visit the Yoobi Facebook Page at www.Facebook.com/Yoobi (the “**Page**”). Next, post a response to the question “*Who inspires you to be unique and true to yourself?*” on the Page using the hashtags “#YoobiXiamOTHER #sweeps” and click on the Sweepstakes link on the Page and you can then enter the Sweepstakes through the application (the “**Application**”) that interacts with the Page by giving permission to the Application to collect entrant’s information from entrant’s Facebook profile. The Application will contain a description of the Sweepstakes and the official entry form. Each entrant will be asked to submit an official entry form, which may include, among

other things, his/her full name, address (no P.O. Boxes), email address, gender, date of birth and related registration information as prompted. Entrant must complete and submit the entry form with all required information for the entry to be eligible. By including the hashtag “#YoobiXiam OTHER #sweeps” in the post, entrants are confirming their acceptance and agreement to these Official Rules.

- (ii) **Twitter Method of Entry.** To participate and enter this Sweepstakes via Twitter, individuals will need a Twitter account (“**Twitter Account**”). If you don’t already have a Twitter Account, visit www.twitter.com to create a Twitter Account; creating a Twitter Account is free. By submitting your information and creating a Twitter Account, you will be required to agree to the Twitter terms of service and privacy notice. If you do not agree to Twitter’s terms of service and privacy notice, you cannot create a Twitter Account or participate in this Sweepstakes. Once logged into your Twitter Account, follow the links and instructions to become a follower of the [@YoobiGives](https://twitter.com/YoobiGives) Twitter Account and you must follow the instructions in any call-to-action provided in any Tweet message sent by Sponsor from Sponsor’s Twitter Account that indicates there is a chance to win a prize, including posting a reply to the question “*Who inspires you to be unique and true to yourself?*” from your Twitter Account. You will then receive a link to the Application that interacts with your Twitter Account and can enter the Sweepstakes through the Application by giving the Application permission to collect your information from your Twitter profile. The Application will contain a description of the Sweepstakes and the official entry form. Each entrant will be asked to submit an official entry form, which may include, among other things, his/her full name, address (no P.O. Boxes), email address, gender, date of birth and related registration information as prompted. Entrant must complete and submit the entry form with all required information for the entry to be eligible. To qualify for entry, a Tweet message is required to be a targeted reply to Sponsor’s Twitter Account using Twitter’s “@Reply” functionality and entrant’s response must include the unique hashtag “#YoobiXiamOTHER #sweeps” in the Tweet when posting their reply. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from Twitter users with “protected” updates (i.e., user has set their Account so that only people the user has approved can view their updates) due to the way Twitter operates its service.** @Reply messages not received by Sponsor will not be entered into the Sweepstakes. By including the hashtag “#YoobiXiamOTHER #sweeps” in the Tweet, entrants are confirming their acceptance and agreement to these Official Rules.

Limit of one (1) entry per day/per person (and four (4) entries per person total during the Entry Period) (regardless of method) will be accepted. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and Administrator and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address provided that person is eligible. Winner(s) may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction, the affected entry will be deemed ineligible. For purposes of this Sweepstakes, an on-line entry is “received” when the Application’s servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an entry for purposes of this Sweepstakes. The Application’s database clock will be the official timekeeper for this Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor or Administrator may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Entities the right to use such materials, and the images related thereto (including entrant’s name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations. Minor entrants must obtain their parent or legal guardian’s permission prior to entering.

4. **Representations, Warranties and Indemnity.** Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their submission and all materials and matter therein: (a) (except for elements that are within the public domain) are wholly original with such entrant and are not a copy or imitation of any other material; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (*e.g.*, defamation, privacy, false light, moral right, etc.) or any property rights (*e.g.*, copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her submission or any images, text and materials depicted therein to any other third party. Further, each entrant represents and warrants that the Sweepstakes Entities' use of any submission or any images, text and materials depicted therein shall not violate an agreement to which such entrant is a party. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third party claim, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by such entrant in connection with his or her acceptance of these Official Rules or Sweepstakes activities.
5. **Winner Selection and Prize Claiming.** There will be a total of four (4) winners selected in this Sweepstakes: two (2) grand prize winners (each a "**Grand Prize Winner**") and two (2) runner-up prize winners (each a "**Runner-up Prize Winner**") selected in this Sweepstakes. The potential winners will be selected through a random drawing on or about August 15, 2016 from all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final. The entries that will be included in the drawing will be determined by searching the Facebook Page and the Twitter platform for individuals who posted a response and included the required hashtags in their entry post/Tweet. All entries from the two (2) social media platforms will be pooled together and the potential winners will be selected from all valid entries to the Sweepstakes received during the Entry Period in accordance with these Official Rules. The potential winner will be notified as described below within a commercially reasonable time after the drawing. The potential winner will be contacted by Sponsor by email or through a comment on the potentially winning post or a direct message (if the platform allows) and Sponsor will provide an email address (or other contact information) where the potential winner can send or otherwise deliver their prize claim. The Sweepstakes Entities are not responsible for failure of a potential winner to contact Sponsor after being notified that they are a potential winner or for any false, incorrect, changed, or incomplete contact information or for any electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. It is each potential winner's responsibility to set his or her account settings to accept contacts by Sponsor and to timely check his/her account for any messages. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "**Affidavit**") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prizes. If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prizes to an alternate winner. Parents or legal guardians of any prize winner under the age of majority in his or her state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the prize winner to be qualified to receive his or her prizes. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

6. **Mobile Disclosure.** If you opt to receive Sponsor's messages, including any prize notification or other Sweepstakes-related messages, via text message to your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter), standard text messaging rates will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile phone and text message means that you understand that you may receive additional text messages from Sponsor relating to this Sweepstakes, including to notify you if you are a potential winner in this Sweepstakes, which will be subject to the charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone's capabilities for specific instructions.
7. **Odds.** Odds of winning will depend upon the total number of eligible entries received.
8. **Prizes and Values.** Each confirmed Grand Prize Winners will receive the following prizes with an approximate retail value ("ARV") of \$80.52: (i) 1 Yoobi item signed by Pharrell Williams; (ii) 1 YoobixiamOTHER backpack, (iii) 1 Yoobi binder organizer, (iv) 1 Yoobi lunch bag, (v) 1 Yoobi zipper charm, (vi) Yoobi markers, (vii) 3-pack Yoobi thin notebooks, and (viii) a Yoobi spiral notebook. Each confirmed Runner-Up Prize Winners will receive a prize pack of Yoobi supplies with an ARV of \$24.04 containing: (a) 1 Yoobi binder; (b) 1 Yoobi binder zip case; (c) 1 Yoobi spiral notebook; (d) 1 Yoobi journal; (e) 1 Yoobi lanyard and (f) 8-color retractable ballpoint pen.

Each eligible entrant will receive an online coupon code in the amount of either \$1, \$2 or \$3, selected at random, which may be applied for purchases made online at yoobi.com or at a Yoobi-owned retail store. Offer is valid through August 31, 2016. Limit of one coupon code per person. Offer is valid one time only and cannot be applied to previous purchases, redeemed for cash, applied to the purchase of gift cards, or combined with any other offer. Discount applies to pre-tax, merchandise only. Void where prohibited or taxed. To redeem at a Yoobi retail store, present this code to a retail associate. To redeem online at Yoobi.com, enter the code at checkout.

Sponsor reserves the right to change the specific Yoobi products included in each prize package in Sponsor's sole discretion. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with his or her prizes, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a prize winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early. All prizes are 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 purpose). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number or tax identification number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prizes received. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The winners are strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the prize. The total ARV of all of the prizes awarded in this Sweepstakes is \$209.12. Sponsor is not responsible for and a winner will not receive the difference, in any, between the actual value of the prizes at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Prizes will only be mailed to each verified winner's physical mailing address (no P.O. Boxes) in one (1) of the fifty (50) United States or the District of Columbia, except in Sponsor's sole and absolute discretion.

9. **Publicity Release.** Subject to applicable law, winners irrevocably grant the Sweepstakes Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), including but not limited to Facebook and Twitter, and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the winners.
10. **Name of Winner:** Each confirmed Grand Prize Winner will be announced, and will receive a post, on Facebook and/or Twitter by Pharrel Williams of i am OTHER.
11. **Tampering with Sweepstakes.** The Sweepstakes Entities are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE SWEEPSTAKES WEBSITE) OR APPLICATION 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 ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
12. **Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
13. **Waivers, Disclaimers and Releases.** By participating in the Sweepstakes, entrant agrees to release, discharge and hold harmless the Sweepstakes Entities, Twitter and Facebook and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Sweepstakes and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize). Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with the Sweepstakes; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of

those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website or Application or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties 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 Supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of Twitter and Facebook platforms that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Twitter or Facebook for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via Twitter or Facebook, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

14. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter. Entrants understand that you are providing your information to Sponsor and not to Facebook or Twitter. Information collected via the Application will be subject to Sponsor's Privacy Policy posted on the Application. Any questions, comments or complaints regarding this Sweepstakes or to request to have your information be deleted from the Application shall be directed to the Sponsor at the address below and not to Facebook or Twitter.

15. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK

INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 16. Dispute Resolution.** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 17. List of Sweepstakes Winners/Official Rules Requests.** To receive a list of winners, send a stamped self-addressed envelope to: "What Makes You Different Sweepstakes", Yoobi, LLC 215 California Street, El Segundo, CA 90245 within sixty (60) days of expiration of the Entry Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "What Makes You Different Sweepstakes", Yoobi, LLC, 215 California Street, El Segundo, CA 90245 prior to the end of the Entry Period.
- 18. 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. 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 or Application 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.
- 19. Sponsor.** This Sweepstakes is sponsored by Yoobi, LLC, 215 California Street, El Segundo, CA 90245.