

YOوبي BIRTHDAY 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.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **ENTRY VIA INSTAGRAM ONLY AND INTERNET CONNECTION REQUIRED. “PRIVATE” INSTAGRAM ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, LLC (“INSTAGRAM”). INDIVIDUALS MUST FOLLOW @YOوبي ON INSTAGRAM FOR PURPOSES OF RECEIVING MESSAGES ABOUT THIS SWEEPSTAKES.**
- **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. Yoobi Birthday 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, (“**Yoobi**” or “**Sponsor**”) and each of their respective parent companies, 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 11:00 a.m. Pacific Daylight Time (“**PDT**”) on Friday, June 1st, 2018 and all entries must be received by the Sponsor on or before 11:59 p.m. PDT on Wednesday, June 13th, 2018 (the “**Entry Period**”).

3. How to Enter. To participate and enter this Sweepstakes, individuals will need a mobile device (*e.g.*, mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, individuals will need to download the Instagram application from their mobile device’s app store and sign-up for an Instagram account (“**Instagram Account**”) if you do not already have an Instagram Account. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, entrants are required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram’s terms of service and privacy policy, you cannot create an Instagram Account or participate in this Sweepstakes via Instagram. Next, individuals will need to follow Yoobi’s Instagram Account. To enter via Instagram, during an Entry Period (see above), follow the call-to-action provided in any advertising for the Sweepstakes on how to receive an entry. The call-to-

action for this Sweepstakes will require entrants to “Like” and comment on the Sponsor-provided photo along with the unique hashtags “#sweepstentry” and “#HBDYoobi”, and “tag” three (3) people. Individuals must include the hashtag “#sweepstentry” within their post in order to disclose that he or she is receiving an entry into the Sweepstakes as consideration for promoting the Sponsor and the merchant item. Failure to include the hashtags “#sweepstentry” and “#HBDYoobi” or otherwise including a disclosure that the entrant is entering a sweepstakes within their post may result in entrant being disqualified from the Sweepstakes in Sponsor’s sole discretion. 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. Individuals who are under the age of eighteen (18) must obtain their parent or legal guardian’s permission prior to entering the Sweepstakes. **NOTE: Sponsor may not receive entries from Instagram users with “private” account settings (i.e., user has set their Instagram Account so that only people the user has approved can view their photos) due to the way Instagram operates its service.** Messages not received by Sponsor will not be entered into the Sweepstakes. By including the hashtag “#sweepstentry” in their Instagram post, entrants are confirming their acceptance and agreement to these Official Rules.

Limit of one (1) entry per person (regardless of method) will be accepted during each Entry Period (one comment per Sponsor-provided post within the entry period). Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be 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. 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. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified. 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. Sweepstakes Entities are not responsible for any changes or unavailability of the Instagram service that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor’s ability to use such services 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 Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the registered account holder of the email address associated with the account for the potentially winning entrant, but only if that person meets all other eligibility criteria or if that person is the approving parent or legal guardian of a minor participant who meets all of the eligibility criteria. A registered “account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to provide Sponsor with proof that he/she is the registered account holder for the email address associated with the account for the potentially winning entry. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. Any damage made to any website or the Instagram service will be the responsibility of the registered account holder of the email address for the account submitted at the time of entry. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

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.

4. Winner Selection and Prize Claiming. There will be four (4) winner selected in this Sweepstakes. The potential winner will be selected through a random drawing on or about June 14th, 2018. The entries that will be included in the drawing will be determined by searching the Instagram platform for individuals who posted an image and included the required hashtag in their entry. All entries from Instagram from each Entry Period will be pooled together and the potential winner for each Entry Period will be selected from all valid entries to the Sweepstakes received during each applicable 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 either through a direct message on Instagram (if such functionality is available) or through a comment on the potentially winning post and Sponsor will provide an email address (or other contact information) where the potential winner can send or otherwise deliver their prize claim. Notification is deemed to have occurred immediately

upon notification or the posting of a comment on the potentially winning post via Instagram. The Sweepstakes Entities are not responsible for failure of a potential winner to contact Sponsor after being notified that they are a potential winner. 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.

5. Odds. Odds of winning will depend upon the total number of eligible entries received.

6. Prizes and Values. The confirmed four (4) winners of the Sweepstakes will each receive a Yoobi promo code with a total, approximate retail value ("**ARV**") of \$44.00 to use on their next purchase.

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 winner 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 winner 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 winner 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 winner, 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 winner is 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 \$176.00 (USD). 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.

7. Publicity Release. Subject to applicable law, the winner irrevocably grants 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), 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 winner. Entrants agree not to issue any publicity concerning the Sweepstakes Entities.

8. 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.

9. 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.

10. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities, and each of their respective directors, members, managers, 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; and (b) 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 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 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 Instagram 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; errors, typos or misprints in these Official Rules, in any Sweepstakes-related advertisements or other material 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 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 the 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. Sponsor is 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. 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. If entrant is an eligible minor, his/her parent or legal guardian must agree to these Official Rules, including, without limitation, this Section.

11. Entry Information and Sweepstakes Communications. 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 Instagram. Entrants understand that you are providing your information to Sponsor and not to Instagram. 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 entrant’s information be deleted from the Application shall be directed to the Sponsor at the address below and not to Instagram.

12. 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.

13. 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 New York City, NY or Los Angeles, CA, (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.

14. List of Sweepstakes Winner/Official Rules Requests. To receive a list of the winner, send a stamped self-addressed envelope to: “Yoobi Birthday Sweepstakes”, Yoobi, LLC, Attn: Marketing, 2210 East Maple Avenue, 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: “Yoobi Birthday Sweepstakes”, Yoobi, LLC, Attn: Marketing, LLC, 2210 East Maple Avenue, El Segundo, CA 90245 prior to the end of the Entry Period.

15. 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.

16. Sponsor. This Sweepstakes is sponsored by Yoobi, LLC, 2210 East Maple Avenue, El Segundo, CA 90245.