

The National Crittenton Foundation Shopkick Contest – OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

www.NationalCrittenton.org

1. **ELIGIBILITY:** The National Crittenton Foundation shopkick Contest (the “Contest”) is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years of age as of the Entry Period (defined below), or have reached the age of majority in their jurisdiction of residence (whichever is older), and who are registered users of the shopkick service (and consent to shopkick’s Terms of Service and Terms of Use). Employees of The National Crittenton Foundation and shopkick, Inc., are not eligible to participate.

2. **SPONSOR:** The Contest is sponsored solely by The National Florence Crittenton Mission dba The National Crittenton Foundation, 1750 SW Harbor Way, Suite 450, Portland, OR 97201 (“The National Crittenton Foundation” or “Sponsor”). This promotion is in no way sponsored, endorsed or administered by, or associated with, Apple Inc. or shopkick, Inc.

3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes your (“Entrant’s”) full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor, which are final and binding. Winning is contingent upon fulfilling all requirements set forth herein. The Official Rules will be posted at www.NationalCrittenton.org.

4. **ENTRY PERIOD:** The Contest begins on November 15th, 2011, at 12:01 a.m. PST and ends on December 15, 2011, at 11:59 p.m. PST (the “Entry Period”). Points donated prior to or after the Entry Period are not counted.

5. **PARTICIPATION:** You can participate in the Contest by donating shopkick points to The National Crittenton Foundation, “Help Girls Heal” during the Entry Period.

6. **DETERMINATION OF THE WINNER:**

a. Winner is the top eligible Entrant:

- I. having the greatest number of confirmed Donated Points (described below) during the Entry Period; AND
- II. who has not used false or misleading information to obtain points.

b. **Donated Points:** To be counted toward an Entrant’s point count for this Contest as a Donated Point, a Entrant must meet EACH of the following conditions during the Entry Period: 1) have the shopkick app on their mobile device; 2) donate shopkick points collected through the app to the cause “Help Girls Heal” and; 3) a registered shopkick account including complete verification of their phone number with shopkick. For purposes of clarity, any Entrant may have installed the shopkick app on their mobile device prior to the Entry Period.

7. **NOTIFICATION OF WINNER:** The Winner will be notified by shopkick through push notification or email on or about December 19, 2011. By participating in this contest you authorize shopkick to contact you for the purposes of notifying you as the possible Winner. The Winner has 10 business days to reply to the notification authorizing shopkick to release the Winner’s user contact information to The National Crittenton Foundation. If the Winner does not reply within 10 business days with permission for shopkick to release the Winner’s user contact information, they are no longer eligible and the Entrant who donated the next most points to the cause “Help Girls Heal” will be notified.

8. **PRIZES:** The Winner will receive an iPad2, which has an approximate retail value of \$499. No cash or other substitution is allowed except by the Sponsor, who may substitute a prize (or component

thereof) with another prize (or component thereof) of equal or greater value, as determined by the Sponsor in its sole discretion. The prize is not transferable or refundable and must be accepted as awarded. The Winner is responsible for any and all other costs and expenses not listed above. The Winner is responsible for payment and reporting of all applicable taxes associated with the receipt of his/her prize. Sponsor may report the receipt of any prize to the appropriate federal, state, or local taxing agency(ies). Contest will have only 1 Winner.

9. PRIVACY AND PUBLICITY: Except as set forth herein, all information submitted by Entrants in the Contest will be treated according to Sponsor's Privacy Policy.

10. GENERAL CONDITIONS: In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) determine the Winner from among the Donated Points received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. The Contest is subject to federal, state, provincial, and local laws and regulations, and is void where prohibited.

11. COMPLIANCE WITH LAWS; INDEMNIFICATION: By entering, Entrants agree that they shall comply with any and all laws, statutes, regulations, rules, or the like, applicable to the posting of photos, videos or other content on websites. By entering, Entrants agree to defend, indemnify and otherwise hold The National Crittenton Foundation and shopkick, Inc., and its agents, representatives, affiliates, officers, directors and employees (the "Released Parties") harmless from and against any and all liability of any nature whatsoever arising out of or relating to (a) any technical errors that may prevent an Entrant from donating points; (b) unauthorized human intervention in the Contest; (c) errors in the administration of the Contest or the processing of donated points; (d) the receipt, transfer, use, handling, transportation, storage, hosting, posting or display in any manner of the donated point entries, (e) injury, death or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use of any prize, including any such claim by The National Crittenton Foundation and shopkick's employees or any third parties. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

12. DISPUTES: Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Multnomah County, Oregon; Entrant consents to the personal jurisdiction of such courts, and waives any right it may have to object to such courts based on forum non conveniens or any other grounds. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Oregon, without giving effect to any choice of law or conflict of law rules (whether of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Oregon.