

Amazon Gift Card Donor Survey Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The Amazon Gift Card Donor Survey Giveaway ("Sweepstakes") and these Official Rules are governed, construed and interpreted under the laws of the United States. Open and offered only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico), 18 years of age or older (except residents of Alabama and Nebraska, who must be 19 years of age or older). Employees and directors of Sweepstakes Sponsor, The mGive Foundation, including its technology provider, Mobile Accord, Inc. (collectively, "Company") and their respective parent companies, trustees, subsidiaries, franchisees, affiliates, licensees, advertising, promotion and production agencies, prize providers, any companies who are performing work at any of the above companies' request, (and their respective IRS dependents, immediate family members [children, spouse, parents, siblings] and individuals residing in their same household) are not eligible to participate. All federal, state, local laws and regulations apply. Void in Puerto Rico and where prohibited, taxed, licensed or restricted by law. Participants agree to be bound by these Official Rules and the final decision of Company, whose decisions are final and binding in all matters related to this Sweepstakes. The participating wireless operators do not support or endorse this promotion.

SWEEPSTAKES PERIOD. This Sweepstakes begins at 9:00am MT on April 4, 2014 and ends at 11:59pm MT on April 18, 2014 ("Sweepstakes Period").

HOW TO ENTER:

Survey Completion: Enter by completing the online donor survey that was sent to you by The mGive Foundation. Limit one (1) entry per completed survey. Proof of submission is not proof of receipt. Company's computer will be the official time clock for the Sweepstakes. Any attempt by any person to obtain more than the stated number of entries by using multiple/different e-mail or wireless accounts or any other methods will void all of that person's entries and that person will be disqualified.

ALL SURVEYS MUST BE COMPLETED NO LATER THAN 11:59pm MT on April 18, 2014.

DRAWINGS. Potential winner will be randomly selected from all eligible entries received. The random drawing will be held on or about April 21, 2014. The potential winner will be notified on or about April 21, 2014 via text message on file with the mGive Foundation.. Odds of being randomly selected are determined by the number of eligible entries received during the Sweepstakes Period. All entries and their content become property of The mGive Foundation and will not be acknowledged or returned.

PRIZES. One (1) Prize: Prize winner will receive a \$250.00 gift card to Amazon. No substitute or additional compensation will be awarded. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. No substitution allowed, but Sponsor reserves the right, in its sole discretion, to substitute prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Prize will not be fulfilled outside the United States. The prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated. All taxes are solely the responsibility of the winner, who will receive an IRS Form 1099 reflecting the value of the prize.

Total ARV of Grand Prize: \$250.00

Potential Prize winner will be notified by email on or about 4/20/14 . Potential winner will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within seven (7) days of attempted notification. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) potential winner's failure to respond to attempted notification within two (2) days after its transmission; (2) the return of any prize notification as undeliverable after three (3) attempts; (3) potential winner's failure to provide Sponsors with satisfactory proof of age, identity and residency; (4) potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within seven (7) days of attempted notification; and (5) any other non-

compliance with the Official Rules. In the event of a prize forfeiture, the Sponsors may, in their sole discretion, award or not award the forfeited prize to an alternate winner.

If selected as the prize winner, prize winner agrees, except where prohibited, to grant (and agree to confirm that grant in writing) permission for Company and its parent companies, subsidiaries, franchisees, affiliates, licensees, agents, and those acting under their authority, to use his/her name, entry contents, visual and audio likeness, biographical data and statements for any purpose, including but not limited to any commercial or publicity purpose, in perpetuity and throughout the universe, in any and all media now known or hereafter devised, worldwide and on the Internet and/or World Wide Web, without further notice, review, approval or additional compensation or consideration.

GENERAL CONDITIONS. The Company and its respective parent companies, trustees, subsidiaries, franchisees, affiliates, licensees, and all of their respective directors, officers, employees, agents, independent contractors, advertising, promotion and production agencies, and wireless carriers, including but not limited to, AT&T, Sprint, T-Mobile USA, Inc., Verizon Wireless, and their parents and affiliates (collectively, the "Sweepstakes Entities") make no warranties, express or implied.

PRIVACY STATEMENT. By participating in this Sweepstakes, you acknowledge and agree that The mGive Foundation may collect the personal information submitted by you, and use the information pursuant to The mGive Foundation's privacy policy available on-line via link from the Sweepstakes microsite or directly at www.mgive.org. Company is collecting your personal information solely for the purpose of administering the Sweepstakes and will be kept only as long as required by law.

LIMITATIONS OF LIABILITY. By entering, participants, their agents, assigns and successors release and shall hold harmless the Sweepstakes Entities from any and all liability for any costs or expenses resulting from any and all liability for any injuries, losses or damages of any kind to persons, including death, or property caused by any prize or resulting in whole or in part, directly or indirectly, from acceptance, possession, quality, use or misuse of any prize, or any portion of the prize, or parts thereof; or participation in this Sweepstakes or any Sweepstakes-related activity; or for any printing, production, typographical, human or other error in the printing, offering or announcement of any prize; or for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

The Sweepstakes Entities are not responsible for any kind of computer transmission, electronic, hardware, internet, software, network, servers or providers, technical, satellite, cable or telephone interruption, cellular towers or equipment (including handsets), unavailability, malfunctions, miscommunications, difficulties or failures; or for any virus, worms or bugs; or for unauthorized access to, or alteration of entries; or for jumbled, scrambled, delayed, or misdirected transmissions; or for any damaged, destroyed, delayed, garbled, illegible, incomplete, unintelligible, late, lost, misaddressed, misdirected, non-delivered or stolen entries; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information; or for any other errors of any kind, whether human, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials. Persons who tamper with or abuse any aspect of the Sweepstakes or Web site, as solely determined by Company, will be disqualified, and Company reserve the right to terminate such entrant's eligibility. Automated entries, or entries sent by robotic or macro, are not allowed and will be disqualified. Persons who tamper with or abuse any aspect of the Sweepstakes, as solely determined by the Sponsor, will be disqualified, and Sponsor reserves the right to terminate such entrant's eligibility. Not responsible for outdated or incorrect contact data. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. The Sweepstakes Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from the Web site. Without limiting the release provided above, and for greater certainty, Company and their agencies will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users, site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, or by any error, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical or human error which may occur in the processing of entries; (b) the theft, destruction or unauthorized use of or access to, or alteration of, entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses, worms or bugs; (d) any failure of any message to be received by or from

Company for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes. In addition, Company is not responsible if the Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. In the event of dispute as to ownership of a winning online entry, the owner of the mobile phone provided in the survey, as indicated in Sponsor's records, will be deemed the winner.

IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SWEEPSTAKES WEB SITE OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW 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.

Participant agrees that by entering this Sweepstakes, the Sweepstakes Entities may seek damages from participant if participant deliberately damages the Sweepstakes Web site or any other Web site in conjunction with participant's partaking in this Sweepstakes or if participant interferes with the legitimate operation of this Sweepstakes, in violation of civil or criminal law.

If, in Company's reasonable judgment, this Sweepstakes becomes compromised in any way by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of Company corrupt or impair the administration, security, fairness or proper play, or submission of entries Company reserve the right to modify or withdraw the Sweepstakes offer, cancel any method of entry and/or select the prize winners from all non-suspect, eligible entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor.

IMPORTANT: This sweepstakes is not in any manner sponsored, endorsed, administered by, or associated with any wireless carrier, including but not limited to, AT&T, Sprint, T-Mobile USA, Inc., Verizon, or their parents and affiliates.

DISPUTES. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Denver County, Colorado, having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

WINNERS LIST. For a printed copy of the Official Rules or a Winners List, send a self-addressed, stamped envelope, to: The mGive Foundation, 2014 Donor Survey Sweepstakes Official Rules or Winners List (indicate which), 2150 W. 29th Ave., 2nd FLR, Denver, CO 80211.. Requests must be received by 4/30/14. Winners List replies will be sent after completion of the Sweepstakes. Official Rules will also be available at www.mgive.org during Sweepstakes Period.

SWEEPSTAKES SPONSOR(S). The Sweepstakes Sponsor is The mGive Foundation.