dataxu Loves TV Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE ONE'S CHANCES OF WINNING. VOID WHERE PROHIBITED. MANY WILL ENTER. FEW WILL WIN.

PROMOTION ENTRY PERIOD: Sweepstakes begins at 9:00 a.m. Eastern Time (ET) on 8/15/19 and ends at 11:59 p.m. Eastern Time (ET) on 9/22/19 ("Entry Period").

SPONSOR: dataxu Inc., 53 State Street, 25th floor, Boston, MA 02109 ("Sponsor").

ADMINISTRATOR: Ventura Associates International LLC, 494 Eighth Avenue, Suite 1700, NY, NY 10001

ELIGIBILITY: dataxu Loves TV Sweepstakes is open to legal residents of the 50 United States and D.C., 18 or older (or who have reached the age of majority in their state of primary residence, whichever is older) at time of entry and who meet the eligibility requirements detailed in this section. The Sweepstakes and any Website pages and advertisements relating thereto are intended for viewing within the United States only. Employees, officers and directors of Sponsor, Creative Bright Creative, Administrator, and their respective, affiliated and subsidiary companies, advertising and promotional agencies and suppliers of promotion materials and services, and any other entity engaged in any way in the development, production, printing, distribution or execution of the Sweepstakes (collectively "Sweepstakes Entities") and members of the immediate family or household (whether or not related) of such individuals are not eligible. ("Immediate family" means spouse and parents, grandparents, siblings and children and their spouses, whether or not residing with the ineligible individual.) Void in Puerto Rico and U.S. territories and where prohibited or restricted by law.

ENTRY METHOD: Visit https://dataxuLovesTV.com ("Website") during the Sweepstakes Entry Period and follow all instructions to complete and submit the Sweepstakes Entry Form in its entirety ("Entry(ies)"). Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned. Proof of submission does not constitute proof of receipt. Limit: one entry per person, per mobile phone, and/or per email address per day regardless of whether one person has more than one email address/mobile phone or more than one person uses the same email address/mobile phone. If there is a dispute as to the identity of entrant, the prize will be awarded to the authorized account holder of the email address/mobile phone associated with the winning entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service 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, and in the case of a mobile phone, the person in whose name the cell phone is registered. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

"Entry" shall mean and refer to each Entry. Limit: One (1) entry per person per day.

Neither the Sponsor, Administrator, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries that are altered, deleted, destroyed, fraudulent, improperly accessed, inaccurate, incomplete, stolen or otherwise not in compliance with these Official Rules; technical errors or difficulties, garbled or jumbled transmissions; whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees. Each of such potential Entries will be disqualified.

SIX (6) PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): ("Prize(s)") are listed in the chart below and will be awarded by a check or a gift card to the winner's local salon, spa or photographer as the Sponsor's sole discretion. One (1) Winner will be selected from each of the below Six (6) Industry (ies). (ARV's below).

Winners	Industry	Prize	ARV
1	Advertising	One (1) year membership – to a famous renting clothes	\$1,500.00
		per item membership (up to \$1,500)	
2	Media	One Sound System (up to \$800)	\$800.00
3	Consumer	One (1) session of In office facial procedure at your local	\$500.00
	Products	spa (up to \$500)	
4	Retail	One (1) year of Hair blowouts at your local spa (up to	\$500.00
		\$500)	
5	Travel	One (1) Photo Shoot – professional photos from a	\$500.00
		photographer in your local area (up to \$500)	
6	Other	One (1) High End Spa Treatment at your local spa (up	\$500.00
		to \$500)	

Prizes are not transferable. No substitution allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. Sponsor may allow a cash prize alternate instead of the prize as listed above within the chart. Prizes will be awarded provided a sufficient number of eligible Entries are received, and Prizes are validly claimed by November 30, 2019, after which date no alternate Winners will be selected, nor unclaimed Prizes awarded. Prize is subject to verification of eligibility and compliance with these Rules. All taxes and other expenses connected with the Prize are the Winner's responsibility. Total ARV of all Prizes: \$4,300.00

Administrator will not replace any lost or stolen Prize. Prize elements may not be separated. A Prize cannot be used in conjunction with any other promotion or offer. Prize elements may not be separated and will not be replaced if lost or stolen. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, these Rules shall prevail and govern.

PRIZE WINNER SELECTION AND VERIFICATION: On or about September 23rd, 2019, in random drawings conducted by the Administrator, the potential winners will be selected from among all eligible Entries received. The decision of the Administrator shall be final and binding. Odds of winning a Prize depend on the total number of eligible Entries received during the Entry Period. The potential Winners will be notified by email or phone within two (2) business days of the drawing. The potential Prize Winners will be required to sign and return an affidavit of eligibility and liability and publicity release ("Affidavit") to Administrator within five (5) business days of notification date or attempted notice is sent, in order to claim his/her Prize. The potential Prize Winners will be required to furnish his/her Social Security number to the Administrator and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize.

At the sole discretion of the Administrator or Sponsor, Prize forfeiture and the selection of an alternate Winner may result from any of the following: i) an Affidavit or a Prize notification is returned as undeliverable; ii) the Affidavit is not returned within the date specified on notification; iii) a Winner is otherwise found to be ineligible; iv) Winner cannot or will not accept or receive the Prize for any reason; v) Prize returned undeliverable; and vi) any other non-compliance with these Official Rules. There will be three (3) alternate drawings after which the Grand Prize will remain unawarded.

GENERAL CONDITIONS: Sponsor and/or Administrator is not responsible for any change of email address If any notification is returned as undeliverable, or if potential Winner is not reachable at email address or phone number provided, potential Winner will be disqualified and prize will be awarded to an alternate potential Winner selected at random from all eligible Entries received. If Prize is forfeited, it may be awarded, at the Sponsor's discretion, to an alternate potential Winner selected from among all eligible non-winning entries. All taxes (including but not limited to federal, state, local, sales and income tax) are the Winner's responsibility. A Form 1099 will be issued to the Winner. Except where prohibited by law, entry and acceptance of Prize constitute permission to use Winner's name, prize won, hometown, likeness, photographs and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Any depiction of the Prize is for illustrative purposes only. No transfer of Prize to a third party is permitted. No groups, clubs or organizations may participate in this offer or reproduce or distribute any portion of these rules or entry forms to its members. All persons, by participating in this Sweepstakes, agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator shall be final and binding.

RELEASES: Entrants agree to release, defend and hold harmless Sweepstakes Entities as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons (including death) and property which may be sustained in connection with either directly or indirectly, 1) the awarding, receipt, ownership, use or misuse of the Prize awarded herein; or 2) participation in the Sweepstakes or any Prize-related activities, including but not limited to traveling to or from any Prize-related activity. Sponsor is not responsible if Sweepstakes cannot take place or if Prize cannot be awarded due to interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Winner assumes all liability for any injury or damage caused or claimed to be caused by participation in this Sweepstakes or use or redemption of Prize. Sweepstakes Entities assume no liability or responsibility in connection with the safety or performance of Prize awarded hereunder nor in connection with any warranty or representation therewith.

By entering the Sweepstakes, entrant affirms that they have read, understood and accepted these Official Rules. Any information collected by entering the Sweepstakes shall be used only in a manner consistent with these Official Rules and the Sponsor's privacy statement found at https://www.dataxu.com/about-us/privacy.

The Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor will award any prize at random from among the eligible, non-suspect entries received for the Sweepstakes up to the time of the impairment. The Sponsor is not responsible for human errors, or any error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor is also not responsible for any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any materials in conjunction with the Sweepstakes.

CAUTION: Any attempt by an entrant to deliberately damage Website or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person or persons to the fullest extent permitted by law.

WINNERS' LIST: For a Winners' List (after October 1, 2019 and before November 30, 2019), send a self-addressed, stamped envelope to: <u>dataxu Loves TV SWEEPSTAKES</u> Winner's Name, c/o Ventura Associates Int'l LLC, 494 Eighth Avenue, Suite 1700, Department HD, NY, NY 10001.