

FUNDBOX INC.
“A YEAR OF MUST-HAVE BOOKS FOR ENTREPRENEURS”
SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING. VOID WHERE PROHIBITED. PARTICIPATION CONSTITUTES ENTRANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.

The Fundbox “A Year of Must-Have Books for Entrepreneurs” Promotion (the “Sweepstakes”) is sponsored by FUNDBOX, INC. (“Sponsor”). For purposes of the Sweepstakes and these Official Rules, “Sponsor” shall include Sponsor’s affiliates and related companies, including without limitation, its parent, sister and subsidiary companies, retailers, franchisees, advertising, promotion and fulfillment agencies, suppliers of material and services related to the Sweepstakes, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Sweepstakes, and each of their respective officers, directors, employees, agents, and other representatives.

1. SWEEPSTAKES PERIOD. The Sweepstakes starts on April 25, 2018, at 12:01 a.m. PST and ends on May 31, 2018, at 11:59 p.m. PST (the “Sweepstakes Period”). Entries must be received by May 31, 2018, at 11:59 p.m. PST (the “Entry Deadline”). Fundbox may revise or amend the Sweepstakes Period at its sole discretion.

2. ELIGIBILITY. All participants must (a) be at least 21 years of age (or older if the legal age of majority at the time of entry so requires); (b) possess a valid form of U.S. government-issued identification; and (c) own or be the authorized representative of a legally registered and operating U.S. business (collectively, an “Entrant”). All applicable federal, state, and local laws and regulations apply. The Sweepstakes is void where prohibited or restricted. Excluded from eligibility are officers, directors, employees, agents and representatives of Sponsor, including any members of any immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives of Sponsor and any individuals or businesses who have won a prize from Sponsor during the six (6) month period immediately prior to the commencement of the Sweepstakes Period (all of the foregoing criteria identified in this Section 2 is known as the “Eligibility Criteria”).

3. PRIZE INFORMATION. Sponsor shall award one (1) grand prize to the Grand Prize Winner in accordance with Section 5 below, which grand prize shall consist of the following: (1) a book a month from the “12 Books Small Business Owners & Entrepreneurs Need to Read” [list here](#) to be delivered monthly to winner via U.S. mail (collectively the “Grand Prize”).

The approximate retail value of the Grand Prize is \$165 (the “ARV”). The ARV is correct as of the date of publication of these Official Rules, but may be subject to change. Any difference between the ARV and the actual value will not be paid to the Grand Prize Winner.

4. HOW TO ENTER. NO PURCHASE NECESSARY. An individual meeting the Eligibility Criteria may enter the Sweepstakes during the Sweepstakes Period, but prior to the Entry Deadline, as instructed at

<https://fundbox.com/blog/12-must-read-books-for-business-owners-entrepreneurs/>.

Alternatively, an individual meeting the Eligibility criteria may enter the Sweepstakes during the Sweepstakes Period, but prior to the Entry Deadline, by sending a postcard to 268 Bush St., #2821, San Francisco, CA 94104. The post card must clearly state To: “Fundbox A Year of Must-Have Books for Entrepreneurs Entry” and include the following information: Company Name, Company State, Company Phone, Company Email, and tip or lesson you learned while starting or running your business. By submitting an entry, Entrant confirms that he, she, or they has read, understands and agrees to abide by these Official Rules. Each entry must adhere to the Eligibility Criteria listed above or such entry will be void and ineligible for entry into the Sweepstakes. All entries must be received by the Entry Deadline. Limit one (1) entry per business only. Entries must be made using only an email address or Twitter account subscribed to, and registered in, each Entrant’s name. Entries must be submitted by the Entrant directly. In the event of a dispute regarding entries submitted by multiple individuals using the same e-mail or Twitter account, the only eligible entry will be the entry submitted by the authorized subscriber to the e-mail or Twitter account used to enter the Sweepstakes at the actual time of entry. The authorized e-mail account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

5. HOW TO WIN. The winner of the Grand Prize (“the “Grand Prize Winner”) will be chosen by random drawing on or about June 1, 2018 at 4:00 p.m. PST in San Francisco, California from all eligible entries that are timely received by Sponsor or its designee (the “Draw Date”). The odds of being selected as the Grand Prize Winner in this Sweepstakes will depend on the total number of eligible entries timely received in accordance with Section 4 above.

6. WINNER NOTIFICATION AND PRIZE CLAIM CONDITIONS.

(a) The Entrants selected as the Grand Prize Winner (the “Winner”) in accordance with Section 5 above is subject to verification of eligibility and compliance with these Official Rules.

(b) The Winner will be notified by Sponsor via Twitter to the account used or the e-mail address provided by the Winner at time of entry. The Winner must reply to either such notification within twenty-four (24) hours of the time indicated on the notification, or the respective prize will be forfeited and an alternate Winner will be selected.

(c) The Winner must complete and return to Sponsor (or its authorized agent) a written affidavit of eligibility and compliance (including Winner's Social Security Number as may be required for tax reporting purposes and a statement affirming the Winner owns, or is the authorized representative of, a legally registered and operating U.S. business) and a liability and publicity release (collectively, the "Release"), which Release, among other things, releases Sponsor from any liability in connection with this Sweepstakes or the acceptance, possession, use or misuse of the prizes. Winner must return the Release to Sponsor within seven (7) days of the date of Sponsor's notification described in subsection (b) above.

(d) Each Winner will be solely responsible for all taxes (federal, state, and local of all applicable jurisdictions), travel expenses and all other expenses related to acceptance and use of the Grand Prize. Any person winning \$600 or more worth of prizes from Sponsor in a calendar year will receive an IRS form 1099 from Sponsor after the end of the calendar year in which the prizes were awarded, and copy of such form will be filed with the Internal Revenue Service ("IRS"), or such other tax form as may be required by the laws of the jurisdiction in which the winner resides. Each Winner shall complete all tax documentation required by the law of the jurisdiction in which the Winner resides ("Tax Documentation").

(e) Disqualification, forfeiture, or termination may result in the event of any of the following: return of any Winner notification as undeliverable; inability by Sponsor to reach the Winner or failure of the Winner to respond to Sponsor's notification in accordance with subsection (b) above; failure by Entrant to provide proof of eligibility (if requested), the Release documents, Tax Documentation or other required documentation in a timely manner; or other act, or failure to act, resulting in noncompliance by Entrant with these Official Rules. In the event of such disqualification, forfeiture, or termination, Sponsor may, at Sponsor's sole and absolute discretion, select an alternate eligible Winner at random from all remaining eligible entries received.

7. GENERAL CONDITIONS.

(a) The prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise; except that Sponsor reserves the right to substitute the Grand Prize or any element thereof for a prize of equal or greater monetary value, in cash or otherwise, at its sole and absolute discretion, if the Grand Prize, or any component of the Grand Prize, cannot be awarded for any reason. Sponsor will not replace any lost or stolen prizes, and if the Winner does not use the full value of the prizes, no refund will be provided. The Winner may not sell the Grand Prize or any portion thereof.

(b) Any attempt to exceed the maximum number of entries per person is a violation of these Official Rules and may result in disqualification. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

(c) Entrants assume all risk of lost, late, misdirected, incomplete, or illegible entries. Incomplete, corrupted, garbled, misdirected or otherwise illegible entries, or entries without contact information, or agreement to these Official Rules, are void and will not be accepted.

(d) Sponsor reserves the right to disqualify fraudulent entries or entries suspected of being fraudulent, as determined by Sponsor in its sole and absolute discretion. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned.

8. LIMITATION OF LIABILITY AND RELEASES. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS VOLUNTARILY AGREE THAT SPONSOR HAS NO LIABILITY WHATSOEVER FOR, AND ENTRANTS SHALL HOLD HARMLESS AND RELEASE SPONSOR, AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES FROM, ANY AND ALL LIABILITY FOR ANY PRESENT OR FUTURE INJURIES, CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY ARISING FROM OR RELATED TO (A) ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES, INCLUDING ACCESS TO AND USE OF THE SWEEPSTAKES WEBSITE; (B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY; OR (C) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF A PRIZE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR PERSONAL INJURY, BODILY INJURY (INCLUDING WRONGFUL DEATH), DAMAGE TO PROPERTY, AND DAMAGE OR LOSS OF ANY OTHER KIND. SPONSOR IS NOT RESPONSIBLE FOR PRIZE QUALITY OR UTILITY, AND MAKES NO WARRANTIES, DIRECT OR IMPLIED, RELATIVE TO THE QUALITY OR UTILITY OF THE PRIZES. SPONSOR IS NOT RESPONSIBLE FOR ANY UNDELIVERED E-MAILS, INCLUDING WITHOUT LIMITATION E-MAILS THAT ARE NOT RECEIVED BECAUSE OF A WINNER'S PRIVACY OR SPAM FILTER SETTINGS WHICH MAY DIVERT ANY NOTIFICATION OR OTHER E-MAIL, INCLUDING ANY WINNER NOTIFICATION E-MAIL, TO A SPAM OR JUNK FOLDER. WITHOUT LIMITING THE FOREGOING, SPONSOR SHALL NOT BE RESPONSIBLE FOR: (A) ANY INCOMPLETE OR INACCURATE INFORMATION THAT IS CAUSED BY SWEEPSTAKES WEBSITE USERS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS IN, OR FULFILLMENT OF, THE SWEEPSTAKES; (B) LOST, INTERRUPTED, OR UNAVAILABLE NETWORK, SERVER, SERVICE PROVIDER, ONLINE SYSTEMS, TELEPHONE NETWORKS OR TELEPHONE LINES, OR ANY OTHER CONNECTIONS; (C) THEFT, DESTRUCTION, LOSS OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES; (D) ANY PROBLEMS WITH, OR MALFUNCTIONS OR FAILURES OF, TELEPHONE NETWORKS OR LINES, COMPUTERS OR COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, VIRUSES OR BUGS; (E) GARBLED TRANSMISSIONS OR MISCOMMUNICATIONS; (F) FAILURE OF ANY E-MAIL TO BE RECEIVED BY OR FROM SPONSOR FOR ANY REASON, INCLUDING BUT NOT LIMITED TO TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF OR TECHNICAL INCOMPATIBILITY; (G) DAMAGE TO A USER'S COMPUTER EQUIPMENT (SOFTWARE OR HARDWARE) OCCASIONED BY PARTICIPATION OR DOWNLOADING OF MATERIALS RELATED TO THIS SWEEPSTAKES; (H) PRINTING, DISTRIBUTION, PROGRAMMING OR

PRODUCTION ERRORS, AND ANY OTHER ERRORS OR MALFUNCTIONS OF ANY KIND, WHETHER HUMAN, MECHANICAL, ELECTRONIC OR OTHERWISE; OR (I) TECHNICAL, PICTORIAL, TYPOGRAPHICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED HEREIN.

9. GOVERNING LAW AND DISPUTES, BINDING ARBITRATION. Entrants expressly consent and agree that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any other event whatsoever respective to the relationship between Sponsor and Entrant (each, a “Claim”), are to be settled by final and binding arbitration in accordance with the rules of JAMS before a single arbitrator in the State of California, County of San Francisco, pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq. Any and all Claims shall be resolved individually, without resort to any form of class action; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If any of this arbitration provision is deemed to be invalid, unenforceable or legal, or otherwise conflicts with the rules of JAMS, then the balance of this mandatory arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. Any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, and in no event shall include attorneys’ fees. In addition, under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. PRIZE WINNER INFORMATION. The name of the Winner may be obtained by sending a self-addressed stamped envelope to “Fundbox A Year of Must-Have Books for Entrepreneurs” 268 Bush St., #2821, San Francisco, CA 94104.

11. PERSONAL INFORMATION & PUBLICITY. Sponsor and its authorized agents will collect, use, and disclose the personal information provided by Entrant for the purposes of administering the Sweepstakes and prize fulfillment. By entering this Sweepstakes, Entrants consent to such other collection, use, and disclosure of Entrant’s personal information as described herein and in Sponsor’s Privacy Policy at: <http://www.fundbox.com/privacy> By accepting the Grand Prize, the Winner agrees to Sponsor’s royalty-free and unconditional use of his, her, their name (and the name of the company with which such individual is affiliated), city/state/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, except where prohibited by law.

12. RIGHT TO VOID / TERMINATE / SUSPEND / MODIFY. Sponsor reserves the right to suspend or modify this Sweepstakes, or these Official Rules, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole and absolute opinion, any factor interferes with its proper administration as stated or contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Sweepstakes, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Sweepstakes, or any portion thereof; (b) modify or suspend the Sweepstakes, or any portion thereof, to address the impairment and then resume the Sweepstakes, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.