

Epicenter Experience

Terms of Use Agreement

This is a legal agreement ("Agreement") between you and Epicenter Experience LLC. ("Epicenter Experience ", "we" or "us") governing your use of the content, software, products, Epicenter Experience Rewards and services available through the applications ("Apps") that have the Epicenter Experience services (collectively, the "Services"). The Services are not available to persons under 17 years of age. By accessing the Services, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, you must refrain from accessing the Services.

- 1. License; Scope of Use.** Subject to the terms and conditions of this Agreement, Epicenter Experience hereby grants you a personal, non-exclusive, non-transferable, non-sublicenseable license to access the Services, in the manner permitted by this Agreement. You understand that all information such as text, computer software, music, audio files or other sounds, photographs, videos or other images, data, information, RSS or other automated feeds (collectively "Content") to which you may have access in or through the Services are the sole responsibility of the person from which such Content originated. Content may be protected by intellectual property rights of Epicenter Experience or third parties.
- 2. Restrictions.** You agree that you will not (and that you will not permit anyone else to): (a) resell, distribute, broadcast or network the Service or any portion thereof; (b) access the Service by any means other than the interface provided by Epicenter Experience ; (c) access the Service by automated means (including by scripts, web crawlers, scraping or data extraction); (d) use the Service in any manner that violates applicable law (including laws related to export control) or that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Service, or any network or networks connected to the Service; or (e) use the Service in a manner that violates the terms of any agreement you have made with a third party, including the terms and conditions of any third-party website or App. You must provide all equipment and software necessary to access the Service (a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Service). You agree that you will not (and that you will not permit anyone else to) download, copy, modify, make derivative works of, resell, trade, distribute, or make any commercial use of any Content made available to you via the Services, by any means or in any form, without the prior written consent of Epicenter Experience.
- 3. Registration and Accounts.** In order to use certain Services, you will be required to provide information (including but not limited to username, password and email address) as part of a registration process. You agree to provide complete, accurate and up-to-date information as requested on the applicable registration page and to ensure that all information associated with your user account and profile is complete, accurate and up-to-date. Epicenter Experience 's

privacy policy, as updated from time to time, governs Epicenter Experience 's use of personally identifiable information and related data collected through by using the Service. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with your account, and that you will be solely responsible to Epicenter Experience for any activity that occurs under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Epicenter Experience immediately. You agree that you are the sole and exclusive user of your account; sharing access to accounts between users is not permitted. Using vulgar, abusive, offensive, threatening or harassing language toward other users or our support staff will result in permanent suspension of your account.

4. **Additional Offers.** From time to time at its sole discretion, Epicenter Experience may offer you: 1) the opportunity to enter sweepstakes, 2) to buy a gift card (either for yourself or for your friend); or 3) to buy a voucher that entitles you to a discount with a particular merchant (collectively "Offer"). To use such Offers, you must agree to any new or amended terms presented to you in connection with such Offers, if any. If there is a conflict or contradiction between the provisions of this Agreement and the terms, conditions, policies or notices applicable to an Offer, such other terms, conditions, policies or notices shall prevail in respect of your use of the relevant Offer.
5. **Proprietary Rights.** Epicenter Experience, retains ownership of all proprietary rights in and to the Services, and the Content, including all trade names, trademarks and service marks associated or displayed with the Services. Nothing in this Agreement gives you a right to use any of Epicenter Experience 's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. You will not remove, deface or obscure any of Epicenter Experience 's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on or associated with the Services. Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Services, unless this is expressly permitted or required by law. You further agree that the Services may contain information which is designated confidential by Epicenter Experience and that you shall not disclose such information without Epicenter Experience 's prior written consent.
6. **Termination.** You may terminate this Agreement at any time, for any reason or no reason by providing notice to Epicenter Experience which shall be effective upon Epicenter Experience processing such notice. You acknowledge and agree that Epicenter Experience, at its sole discretion, may stop (permanently or temporarily) providing the Services or any portion thereof to you or to users generally, or block or prevent future access to and use of the Site, without prior notice to you. You agree that Epicenter Experience will not be liable to you or any

third party as a result of such discontinuation. Upon any termination of this Agreement, your account will be deactivated and you must cease any further use of the Site and the Services.

7. **DMCA.** It is Epicenter Experience 's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. If you believe your work appears in a manner that violates your intellectual property rights, please send a notice to Epicenter Experience 's copyright agent containing the information required by 17 U.S.C. §512(c)(3), available at www.copyright.gov/title17/92chap5.html.
8. **No Warranties.** YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND EPICENTER EXPERIENCE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EPICENTER EXPERIENCE MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. EPICENTER EXPERIENCE MAKES NO WARRANTY THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES, ANY CONTENT OBTAINED THROUGH THE SERVICES, AND ANY COMMUNICATIONS WITH OTHER INDIVIDUALS THROUGH THE SERVICES ARE AT YOUR OWN DISCRETION AND RISK.
9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EPICENTER EXPERIENCE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THIS AGREEMENT, THE SITE, THE SERVICES, ANY CONTENT SUPPLIED HEREUNDER, OR ANY INTERACTIONS YOU MAY HAVE WITH OTHER USERS OF THE SITE OR THE SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF EPICENTER EXPERIENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EPICENTER EXPERIENCE 'S MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF: (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES IN THE PREVIOUS 3 MONTHS; OR (ii) \$100. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

10. **Miscellaneous.** Epicenter Experience may change the terms of this Agreement at any time by posting modified terms, and such revised terms will be effective upon such posting. Consequently, you should consult this Agreement regularly. The Terms, and your relationship with Epicenter Experience under the Terms, shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. You and Epicenter Experience agree to submit to the exclusive jurisdiction of the courts located within the county of Suffolk, Massachusetts to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Epicenter Experience shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision or any other provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect. You may not assign or transfer this Agreement or any rights hereunder without the prior written consent of Epicenter Experience. All notices or other correspondence to Epicenter Experience under this Agreement must be sent to the Epicenter Experience contact address provided on the Site, or other address as provided by Epicenter Experience for such purpose. You acknowledge and agree that we may send you information and notices regarding the Service by email, and that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service. This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter.
11. **Application Deletion.** If you delete an Epicenter Experience -enabled app prior to registration, any points accrued will be lost and unrecoverable. Once you register with your e-mail address, your points will be merged with your Epicenter Experience account.

Promotion Rules

No Purchase or Payment Necessary to Enter or Win. A Purchase or Payment of Any Kind Will Not Increase Your Chances of Winning.

Apple, Inc. and its subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. Apple Inc. has not offered or sponsored this sweepstakes in any way.

By participating in this sweepstakes or in any Epicenter Experience sweepstakes or promotion you agree that the Brand sponsor and its subsidiaries, affiliates, parent companies, officers, directors, managers, agents, representatives and employees ("Brand Sponsor") have no liability or responsibility for any claim arising in connection with your participation in this sweepstakes or any Epicenter Experience sweepstakes or promotion or any prize awarded. Brand Sponsor does not offer and is not the administrator or sponsor of this sweepstakes or any Epicenter Experience sweepstakes or promotion.

- 1. General.** Once Epicenter Experience Points or similar facsimile are earned, Epicenter Experience may elect to offer your Points redemption in the following manner 1) a current sweepstakes; 2) to buy a gift card (either for yourself or for your friend); 3) to buy a voucher that entitles you to a discount with a particular merchant; or 4) a charitable donation. Any Epicenter Experience Points not elected to be used are maintained in your account and are available to be used in the same manner for any future use (if applicable). The specific number of Epicenter Experience Points needed to buy a gift card or a voucher that entitles you to a discount will be clearly stated. These Promotion Rules set for the terms for Epicenter Experience 's sweepstakes that can be entered using Epicenter Experience Points. Sweepstakes will either have a defined entry period and the winner will be selected at the end of the entry period or be a fixed odds sweepstakes and the winner will be selected once the maximum number of entries has been reached.
- 2. Eligibility.** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia) who are seventeen (17) years or older at the time of entry. Void where prohibited. Epicenter Experience or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Epicenter Experience 's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. How to Earn Epicenter Experience Points Which Can Be Used as Entries.** Epicenter Experience Points may be earned prior to registering. Users will be required to register in order to participate in any rewards offer, at the discretion of Epicenter Experience. Register with Epicenter Experience as stated above in the Terms of Use Agreement by providing your password and email address. You'll be able to earn more Epicenter Experience Points and or rewards by reviewing content and participating in triggering events on Apps that

incorporate the Service. Epicenter Experience Points can be earned for the following manner, but is not limited to:

- **Reviewing Content.** For example, you might earn rewards from Epicenter Experience for reviewing specific content or survey participation within the App within a specified time period to earn rewards
- **Participating in a Triggering Event.** For example, you might earn rewards from Epicenter Experience for watching a participating video on an App.
- **Mailing In.** You may earn Epicenter Experience rewards by hand printing your name, age, preferred offer and complete address (including zip code), daytime phone number and e-mail address on a 3" x 5" card and mail it, postage prepaid, to: Epicenter Experience LLC. Attn: Notification Center 155 Federal St, Suite 700, Boston MA 02110. Mail-in entries will NOT be accepted via messenger/courier delivery service or any means other than United States Postal Service mail. Entrant is solely responsible for properly packaging and shipping the entry and all related costs. Mail-ins offerings must be sent individually and cannot be grouped. If you send multiple mail-ins in one envelope, it will be counted as a single entry.

Specific amounts of Epicenter Experience rewards available to be earned and the required activity will be stated on the participating App. Amounts of Epicenter Experience rewards and the corresponding activity can be modified or discontinued by Epicenter Experience at any time in its sole discretion.

Limit: Epicenter Experience reserves the right to limit rewards per person each day regardless of method of earning Epicenter Experience rewards and will limit 3 unique devices per user account. This limit can be waived or changed by Epicenter Experience at its sole discretion either, system-wide or with regard to specific apps or web sites without notice or limitation. Multiple participants are not permitted to share the same registration or email address used at registration. Any attempt by any participant to obtain more than the stated number of Epicenter Experience rewards by using multiple/different email addresses, identities, registrations and log-ins, or any other methods will void that participant's Epicenter Experience rewards and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Epicenter Experience is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries / Epicenter Experience

rewards become the sole and exclusive property of Epicenter Experience and will not be returned.

If a user is not registered, all Epicenter Experience rewards are transferred to the user, upon validation of user information to ensure not duplication or abuse of reward offer. Epicenter Experience will valid the account associated to the unique device ID or the server-generated Epicenter Experience network token. Epicenter Experience rewards may be lost if the user deletes the app prior to registering an account. If a user is registered, Epicenter Experience rewards in the account will automatically expire if there is no activity for 90 days.

4. **Winner Selection.** At the conclusion of the time period provided or when the maximum number of stated entries is reached, Epicenter Experience or an independent judging agency will select one (1) entry for each prize displayed in a random drawing of all valid entries received. Entrants may only win once per drawing, unless otherwise stated. The entrant will be contacted using the email address provided with registration and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules.) Epicenter Experience 's decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Winners will be notified by email a day after the selection. Failure to respond to the initial verification contact within seven (7) days of notification will result in disqualification.

POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY EPICENTER EXPERIENCE WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

5. **General.** If the winner is unwilling to accept the prize, he/she shall forfeit such prize and an alternate winner may be selected. Prize is nontransferable, and substitution is not allowed, except by the Epicenter Experience, who reserves the right to award a prize of equal or greater value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner. Epicenter Experience, makes no representation about the condition or fitness of any part of the prize. Prize will not be awarded until affidavit of publicity and release forms are completed and returned. An additional statement of eligibility and execution of certain release forms may be required prior to the award of the prize. For prizes with a value equal to or greater than \$600, the winner must provide their social security number in order to be given a Form 1099 as required by the Internal Revenue Service. Acceptance of prize constitutes permission of winner to use his/her name, voice and likeness/image for promotional advertising, publicity or trade purposes in any and all media worldwide in perpetuity by Epicenter Experience without further compensation except where prohibited by law. By entering this sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of the Epicenter Experience, which are final on all matters relating to this sweepstakes. Epicenter Experience is not responsible for illegible, incomplete, late, lost, damaged, destroyed, incorrect, postage due, delayed or misdirected entries. Epicenter Experience is not

responsible for computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions. Epicenter Experience is not responsible for Internet/web site/use, net accessibility or availability, traffic congestion or unauthorized human intervention, or for any damage to user's system occasioned by participating in the sweepstakes or downloading any necessary information. By participating in this sweepstakes and/or by accepting the prize, entrants, winner and guest release and forever discharge Epicenter Experience and its respective parents, shareholders, partners, interest holders, affiliates, subsidiaries, directors, officers, agents, authorized representatives, employees, advertising agencies from and against any and all liability with respect to or in any way arising from participation in this sweepstakes and/or acceptance or use of any prize, including, without limitation, for personal injury, damage, loss or death, and claims based on publicity rights, defamation, invasion of privacy and merchandise/prize delivery. Epicenter Experience is not responsible if any prize cannot be awarded due to delivery cancellations, delays or other interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Epicenter Experience reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or otherwise failing to abide by these Official Rules.

6. **Governing Law.** The Terms, and your relationship with Epicenter Experience under the Terms, shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. You and Epicenter Experience agree to submit to the exclusive jurisdiction of the courts located within the county of Suffolk, Massachusetts to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Epicenter Experience shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
7. **Name of the Winner.** For the name of the winner, send a stamped, self-addressed envelope to: Winners List, Epicenter Experience LLC. Attn: Winner Notification Center 155 Federal Street, Suite 700, Boston MA 02110.
8. The Sponsor of this promotion is Epicenter Experience LLC. 155 Federal Street, Suite 700, Boston MA 02110.

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