

**Official Rules**  
**April Shopping Shower \$500 Giveaway Promotion**

**NO REGISTRATION OR PURCHASE IS NECESSARY TO ENTER. REGISTRATION FOR THE FANBANK PROGRAM DOES NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE APRIL SHOPPING SHOWER \$500 GIVEAWAY PROMOTION (THE "PROMOTION") IS VOID WHERE PROHIBITED BY LAW.**

- 1. Eligibility:** The Promotion is operated by FanBank, Inc., a Delaware corporation with a principal place of business at 113 Harbortown Square, Suite 204, Memphis, TN 38103 ("**FanBank**") and open to legal residents of the fifty (50) states of the United States of America and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of FanBank and any parent, subsidiary, or affiliate companies as well as immediate family (spouse, parent, children, and siblings) and household members of each such employee are not eligible. Participation in the Promotion is subject to all applicable federal, state, and local regulations.
- 2. Timing:** The Promotion begins on April 1, 2017 08:00 AM Eastern Standard Time ("EST"), and ends no later than April 30, 2017 11:59 PM EST. Communication of the Promotion dates will be kept current on FanBank's website. Official time is kept by FanBank.
- 3. How to Enter:** There are three ways to enter (an "**Entrant**"): (a) directly enrolling with first name, last name, ZIP code and email address at [fanbank.com/sweepstakes](http://fanbank.com/sweepstakes), or (b) automatically by making qualifying purchases at designated locations, or (c) on a postcard (no smaller than 3 ½ X 5 inches and no larger than 4 ¼ X 6 inches), legibly handwrite your complete name, address, phone number, email address, and age and mail with proper postage to FanBank, 2017 April Shopping Shower \$500 Giveaway, 113 Harbortown Square, Suite 204, Memphis, TN 38103. All mailed entries must be postmarked no sooner than the beginning date and received by the end date of the Promotion. If the Promotion dates are extended, FanBank will extend the deadline for receipt of mailed entries accordingly, but not beyond the end date of the Promotion. **All mailed entries must be entirely handwritten. Entries that do not meet this requirement will be invalid. All participants are limited to one entry per household.**
- 4. Random Drawing/ Odds:** Potential winners will be selected in a random drawing from all eligible entries received. Odds of winning each prize will depend on the number of eligible entries received for the drawing. By entering the Promotion, Entrants fully and unconditionally agree to be bound by these rules.



CONCERNING ANY PRIZE IN CONNECTION WITH THE PROMOTION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE SPONSORS HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/ OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

**9. LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES SHALL FANBANK, OR ITS SUPPLIERS, PARTNERS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE PROMOTION OR THESE OFFICIAL RULES, WHETHER SUCH CLAIMS ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (EVEN IF FANBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN ANY EVENT ENTRANT AND FANBANK AGREE THAT THE MAXIMUM EXTENT OF ANY CLAIM WILL NOT EXCEED ONE HUNDRED US DOLLARS (\$100.00). ENTRANT ACKNOWLEDGES AND AGREES THAT THIS SECTION 9 REPRESENTS A REASONABLE ALLOCATION OF RISK, AND THAT IN THE ABSENCE OF THESE LIMITATIONS OF LIABILITY, THE TERMS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

**10. Use of Data:** FanBank will be collecting personal data on Entrants in accordance with its privacy policy. Please review the privacy policy at <https://www.fanbank.com>. By participating in the Promotion, Entrants hereby agree to FanBank's collection and usage of their personal information and acknowledge they have read, understand, and accept FanBank's privacy policy. Additionally, Entrant opts in as a FanBank member consumer free of charge. Entrant may later opt out at any time.

**11. List of Winners:** To obtain a list of winners send a self addressed, stamped envelope, postmarked by May 10, 2017 to 113 Harbortown Square, Suite 204, Memphis, TN 38103.

**12. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsors and its agents' use of winners' names, likenesses, photographs, and voice opinions for promotional purposes in any media without further payment or additional consideration.

**13. Governing Law:** These Official Rules will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions or your actual state of residence. Any claims, legal proceeding, or litigation arising in connection with the participation in the Promotion will be brought solely in New York, New York, and you consent to the jurisdiction of such courts. Any action in relation to an alleged breach of these

Official Rules shall be commenced within one (1) year from the date of breach, without regard to the date the breach was discovered. Any action not brought within that one (1) year time period shall be barred, without regard to any other limitations period set forth by law or statute.