

# MONEYTREE'S THE NOT SO ITTY BITTY GIVEAWAY: ROUND 1

## OFFICIAL RULES

**Name of Sweepstakes.** Moneytree's The Not So Itty Bitty Giveaway: Round 1 (the "Sweepstakes").

**Sweepstakes Sponsor and Address.** The sponsor of the Sweepstakes is Moneytree, Inc. ("Moneytree"), P.O. Box 58443 Seattle, WA 98138.

**Sweepstakes Administrator.** The third-party administrator of the Sweepstakes is Crowd9 PTY LTD d/b/a Gleam ("Gleam"), 3196 VIC, Australia.

**About Moneytree's The Not So Itty Bitty Giveaway Series.** Moneytree will sponsor multiple rounds of Moneytree's The Not So Itty Bitty Giveaway! Each round of Moneytree's The Not So Itty Bitty Giveaway constitutes a separate sweepstakes, and accordingly, entries will not be carried over between rounds and each round is governed by its own Official Rules. These Official Rules are for Round 1 only.

**Eligibility.** **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE CHANCES OF WINNING. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

This sweepstakes is open only to residents of Nevada, and each entrant must be a natural person that is at least 18 years old with a valid Social Security Number or Individual Taxpayer Identification Number to enter. Directors, officers and employees of Moneytree, and any agents, professional advisors, advertising and promotional agencies of Moneytree, and in each case their immediate families, are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. This offer is void outside of Nevada and where restricted or prohibited.

**How to Enter.** To enter the Sweepstakes, entrants must go to [www.moneytreeinc.com/contest-and-promotions/nevada-giveaway](http://www.moneytreeinc.com/contest-and-promotions/nevada-giveaway) (the "Sweepstakes Website") and complete the entry form. By submitting the entry form, entrants accept the terms set forth in these Official Rules, in Moneytree's Website Terms of Use ([www.moneytreeinc.com/company/privacy/terms-of-use](http://www.moneytreeinc.com/company/privacy/terms-of-use)), Moneytree's Privacy Policy ([www.moneytreeinc.com/company/privacy](http://www.moneytreeinc.com/company/privacy)), Gleam's Terms of Use ([gleam.io/terms](http://gleam.io/terms)), and Gleam's Privacy Policy ([gleam.io/privacy](http://gleam.io/privacy)). The information provided in the entry form does not affect an entrant's chance of winning, but all required questions (indicated by an asterisk) must be answered for the entry to be eligible. Completion of any non-required question is optional. Entrants will also be given the opportunity to sign up for email updates from Moneytree or to "like" Moneytree on Facebook, but these opportunities are optional and will not affect an entrant's chance of winning. Limit one entry per person. Additional entries will not be eligible for prize drawings. An eligible entry qualifies an entrant to win the grand prize (the "Grand Prize") and any of the weekly prizes (each a "Weekly Prize") described below. An entrant may win only one Weekly Prize. Non-winning Weekly Prize entries will be carried over into subsequent prize drawings. A winner of a Weekly Prize is still eligible to win the Grand Prize, however, and will be automatically entered in the drawing for the Grand Prize.

### **Prizes.**

**Grand Prize:** One Grand Prize will be awarded. The prizewinner of the Grand Prize will be given the opportunity to choose **one** of the following Grand Prize pack options:

*Grand Prize Pack Option 1:* Jet-Setter package (total approximate retail value of \$550) comprising of:

- Samsonite Omni 3-piece luggage set;
- Beats noise cancelling headphones;
- Travel neck pillow; and
- Amazon Kindle e-book reader device

*Grand Prize Pack Option 2:* Home Chef package (total approximate retail value of \$520) comprising of:

- An Instant Pot;
- Wusthof 7-piece knife block set;
- Acacia wood 3-piece cutting board set;
- *The Ultimate Instant Pot Cookbook* by Coco Morante; and
- Di Oro 3-piece silicone spatula set

*Grand Prize Pack Option 3:* \$500 Cash

**Weekly Prizes:** A total of three Weekly Prizes will be awarded. Each winner of a Weekly Prize will be given the opportunity to choose one of the following Weekly Prize options:

*Weekly Prize Option 1:* \$100 Amazon.com Gift Card

*Weekly Prize Option 2:* \$100 Walmart Gift Card

Gift cards may be subject to issuer terms and conditions.

The aggregate approximate retail value of all prizes to be awarded in the Sweepstakes is between \$800 and \$850 depending on which Grand Prize pack option is chosen by the Grand Prize prizewinner. By entering this sweepstakes, entrants agree not to dispute the approximate retail values set forth above, which are good faith approximations based on fair market value. Prizewinners will be determined by a random drawing from all eligible entries. Prizewinners may not substitute, assign, exchange or transfer prize, or redeem prize for cash, but Moneytree reserves the right to substitute prize of equal or greater value should the advertised prize become unavailable for any reason. Prizes are not transferable or exchangeable. Prizes consist of only the items specifically listed above. Prizes are awarded “as is” with no warranty or guarantee, either express or implied.

**Sweepstakes Period.** The Sweepstakes period is from Tuesday, March 24, 2020 to Friday, April 17, 2020. To be eligible to win one of the Weekly Prizes, entries must be received by 11:59 P.M. Pacific Time on the date indicated below (under Deadline for Entry to be Eligible for Applicable Prize). To be eligible to win the Grand Prize, entries must be received by 11:59 P.M. Pacific Time on Friday, April 17, 2020. The winners of each Weekly Prize will be selected by random drawing on the Saturday of each week starting Saturday, March 28, 2020 and ending on Saturday, April 11, 2020. The winner of the Grand Prize will be selected by random drawing on Saturday, April 18, 2020.

For each prize to be awarded, the deadline for eligible entries, the drawing date and the date on which each prizewinner will be notified of the award is listed below.

<b>Prize</b>	<b>Deadline for Entry to be Eligible for Applicable Prize</b>	<b>Drawing Date</b>	<b>Notification Date</b>
Weekly Prize	Friday, March 27, 2020	Saturday, March 28, 2020	Monday, March 30, 2020
Weekly Prize	Friday, April 3, 2020	Saturday, April 4, 2020	Monday, April 6, 2020
Weekly Prize	Friday, April 10, 2020	Saturday, April 11, 2020	Monday, April 13, 2020
Grand Prize	Friday, April 17, 2020	Saturday, April 18, 2020	Monday, April 20, 2020

**Chances of Winning.** Odds of winning a prize depend on the number of eligible entries received. Prizewinners will be determined by a random drawing from all eligible entries. Non-winning eligible entries are carried forward to subsequent drawings for Weekly Prizes and earlier entries have more opportunities to win.

**Taxes.** ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE PRIZEWINNERS. PRIZEWINNERS ARE SOLELY RESPONSIBLE FOR ALL EXPENSES NOT SET FORTH HEREIN WHICH MAY BE REQUIRED FOR THE ENJOYMENT AND USE OF THE RESPECTIVE PRIZE. UNDER CERTAIN CIRCUMSTANCES, IN ACCORDANCE WITH APPLICABLE TAX LAWS, MONEYTREE MAY BE REQUIRED TO WITHHOLD A PORTION OF THE PRIZE, OR A PRIZEWINNER MAY BE REQUIRED TO REMIT TAX PAYMENTS DIRECTLY TO MONEYTREE, FOR TAX WITHHOLDING PRIOR TO RELEASE OF THE PRIZE.

**Other Prize Terms.** All prizes will be awarded. Prizes returned as undeliverable or otherwise not claimed within forty-eight (48) hours after delivery of notification will be forfeited and awarded to an alternate winner chosen randomly from the remaining eligible entries. Prizes are not transferable or exchangeable. If a prizewinner is: (a) not a resident of Nevada; (b) under the age of 18; and/or (c) unable to produce a valid Social Security Number or Individual Taxpayer Identification Number, Moneytree reserves the right not to award such entrant a prize.

**Notification to Prizewinners.** For each prize, Moneytree will notify the prizewinner that he or she has won a prize on the Notification Date indicated above. Prizewinners will be notified by telephone. To claim a prize, prizewinners should follow the instructions contained in their notifications. Prizewinners will be required to provide proof of ID and their Social Security Number or Individual Taxpayer Identification Number to collect a prize – such information will be used for tax reporting and eligibility purposes only. Prizewinners may be required to visit a Moneytree Branch of their choosing in order to claim their prizes. If a prizewinner refuses or is unable to visit a Moneytree Branch for any reason, Moneytree may, at its sole discretion, choose other delivery methods or, alternatively, treat the prize as unclaimed. If a prizewinner cannot be reached at the telephone number provided on the entry, an alternate winner will be selected from the eligible pool of entrants.

**Disclaimer.** Moneytree, Gleam, and their respective directors, officers, professional advisors, employees and agencies (“Related Parties”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of the Related Parties; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

**GENERAL RELEASE.** BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE MONEYTREE, GLEAM, AND ANY OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENCIES (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A

## **THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY.**

**Use of Prizewinner's Name, Likeness, etc.** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use prizewinners' names, addresses, likenesses and/or prize information, without limitation, for promotional purposes or Sweepstakes administrative purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, prizewinners may be required to execute a consent to the use of their names, addresses, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.

**Privacy.** Moneytree will collect, use, and disclose the identifiable personal information provided when entrants enter the Sweepstakes on the Sweepstakes Website for the purposes of administering the Sweepstakes, prize fulfillment, and for promotional and marketing purposes. Gleam will collect, use, and disclose the identifiable personal information provided when entrants enter the Sweepstakes for the purposes of administering the Sweepstakes. By entering the Sweepstakes, entrants consent to such collection, use, and disclosure of personal information. On request, Moneytree will provide the position name or title and contact information for an officer or employee of Moneytree who is able to answer questions about the collection, use, and disclosure of personal information.

**Affidavit & Release.** As a condition of being awarded any prize, prizewinners will be required to execute and deliver to Moneytree a signed affidavit of eligibility, release of liability, and acceptance of these Official Rules.

**Winners List; Rules Request.** For a copy of the prizewinners list, send a stamped, self-addressed, business-size envelope after April 20, 2020 and before June 20, 2020 to Moneytree at the address listed below, Attn: Moneytree's The Not So Itty Bitty Giveaway: Round 1 Winners' List. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Moneytree at the address listed below, Attn: Moneytree's The Not So Itty Bitty Giveaway: Round 1 Rules Request. Any questions about these Official Rules or the Sweepstakes may be emailed to [comments@moneytreeinc.com](mailto:comments@moneytreeinc.com) or sent to the address listed below.

**ARBITRATION AGREEMENT.** As a condition of entering this Sweepstakes, each entrant agrees that (i) any and all disputes, claims, controversies or causes of action arising out of or relating to this Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Carson City, Nevada before a single arbitrator appointed by mutual agreement of the entrant and Moneytree (and if mutual agreement is not possible, then an arbitrator appointed by a court of competent jurisdiction in Nevada); and (ii) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada.

**Miscellaneous.** Entrants agree to be bound by these Official Rules and by the decisions of Moneytree, which are final and binding in all respects. Moneytree reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should any causes beyond Moneytree's control (including but not limited to computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failures) affect the administration, security or proper play of the Sweepstakes. Moneytree reserves the right to disqualify entrants who violate these Official Rules or who are otherwise ineligible to enter or win the Sweepstakes.

Entrants acknowledge that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Twitter, or any other social network and release all social networks from any and all liability arising from or related to this Sweepstakes. Entrants also acknowledge that this Sweepstakes is no way sponsored, endorsed or administered by Walmart, Amazon, or any other issuer, manufacturer, distributor, supplier or seller of the prize options. All trademarks, logos and brand names are the property of their respective owners. All company and product names used in these Official Rules are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement.

**Copyright Notice.** The Sweepstakes and all accompanying materials are copyright © 2020 Moneytree, Inc.