

**ShopTalk Monthly Participation Sweepstakes  
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 U.S./D.C., 18 YEARS OF AGE OR OLDER, WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA.

**1. Eligibility:** The ShopTalk Monthly Participation Sweepstakes (the “Sweepstakes”) is open to: legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older, who are located in the United States or the District of Columbia, and that have a ShopTalk Forum account in good standing, all at the time of entry. Employees, contractors, directors, officers, and agents of Critical Mass Inc. (“Sponsor”), its parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where the reside) and household of each such employee (whether or not related) are not eligible to enter or win. Each individual’s continued participation in the Sweepstakes is contingent on such individual’s continued eligibility throughout the Entry Period.

This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Critical Mass Inc., 225 North Michigan Avenue, Chicago, Illinois 60601.

**3. Sweepstakes Entry Period:** The Sweepstakes consists of ten (10) Monthly Sweepstakes Periods (each a “Monthly Sweepstakes Period”) as follows:

Monthly Sweepstakes Period Number	Monthly Sweepstakes Period Start Time/Date	Monthly Sweepstakes Period End Time/Date
1	February 25, 2017 at 12:00:00 AM Mountain Time (“MT”)	March 31, 2017 at 11:59:59 PM MT

2	April 1, 2017 at 12:00:00 AM MT	April 30, 2017 at 11:59:59 PM MT
3	May 1, 2017 at 12:00:00 AM MT	May 31, 2017 at 11:59:59 PM MT
4	June 1, 2017 at 12:00:00 AM MT	June 30, 2017 at 11:59:59 PM MT
5	July 1, 2017 at 12:00:00 AM MT	July 30, 2017 at 11:59:59 PM MT
6	August 1, 2017 at 12:00:00 AM MT	August 31, 2017 at 11:59:59 PM MT
7	September 1, 2017 at 12:00:00 AM MT	September 30, 2017 at 11:59:59 PM MT
8	October 1, 2017 at 12:00:00 AM MT	October 31, 2017 at 11:59:59 PM MT
9	November 1, 2017 at 12:00:00 AM MT	November 30, 2017 at 11:59:59 PM MT
10	December 1, 2017 at 12:00:00 AM MT	December 31, 2017 at 11:59:59 PM MT

You must submit your entry by the end time/date in order for it to be eligible for such corresponding Monthly Sweepstakes Period.

**4. How to Enter:** During a Monthly Sweepstakes Period, log in to your ShopTalk Forum account (or create one for free at [shoptalkforum.com](http://shoptalkforum.com)) and complete a short qualifying survey or other qualifying online activity designated by Sponsor (a “Qualifying Activity”) to receive one (1) entry into the corresponding Monthly Sweepstakes Period. Individuals who do not follow all of the instructions, provide all required information (if any), fully complete the survey, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Limit: Ten (10) entries per person/e-mail address/ShopTalk Forum account during each Monthly Sweepstakes Period, regardless of method of entry. Limit one (1) entry per person/e-mail address/ShopTalk Forum account for each Qualifying Activity; completing the same Qualifying Activity multiple times will not result in multiple entries (unless otherwise designated by Sponsor in Sponsor’s discretion).

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account at the

time of entry will be considered the entrant. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

**5. Drawing:** For each Monthly Sweepstakes Period, on or around the date listed in the chart above, Sponsor will randomly select ten (10) winners from among all eligible entries received during the corresponding Monthly Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received during the applicable Monthly Sweepstakes Period. **Non-winning entries from one Monthly Sweepstakes Period will not roll in to subsequent Monthly Sweepstakes Periods.**

On or around eight (8) days following the close of each Monthly Sweepstakes Period, potential winners will be notified via the e-mail address and/or telephone number provided during entry into the Sweepstakes. Potential winners are subject to verification. If any potential winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if a winner cannot be verified, or if a winner is otherwise unable or unwilling to accept and claim the prize as stated, then winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian, who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

**6. Prize (10 per Monthly Sweepstakes Period, 100 Total):** Each Monthly Sweepstakes Period, ten (10) winners will each receive one (1) \$50 digital gift card. Gift cards are subject to the terms, conditions, and restrictions as set by the issuer. Approximate Retail Value ("ARV") of each prize: \$50.00. ARV is as of date of printing of these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded. Limit: one (1) prize per person/household per Monthly Sweepstakes Period.

Prizes are non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. Prizes will be sent to verified winners via email to the email address corresponding to each winner's ShopTalk Forum account.

**7. Release:** As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, and agents, and each of their officers, directors, employees and agents (“Promotion Parties”), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

**8. Publicity:** Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**9. General Conditions:** Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect, or inaccurate entry information whether caused by Internet 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 the entries. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, bugs, virus, technical failures, or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prizes from among all eligible, non-suspect entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Binding Arbitration:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this 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. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS

DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 7(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

**11. Governing Law & Jurisdiction:** This Sweepstakes and its Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Illinois, in the City of Chicago.

**12. Entrant's Personal Information:** Please see the privacy policy located at <https://www.shoptalkforum.com/MediaServer/Shared/ShopTalkForumPrivacy.pdf> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winner's list.

**13. Winner's List:** For a list of winners, mail a self-addressed, stamped envelope to Critical Mass Inc. Attention: Curious Research Department ShopTalk Monthly Participation Sweepstakes Winner's List, 225 North Michigan Ave., #2050, Chicago, Illinois 60601. Requests must be received by January 31, 2018