

SHOPMONKEY, INC.
\$500 VISA GIFT CARD GIVEAWAY
PROMOTION TERMS & CONDITIONS

1. Participation Instructions.

Shopmonkey, Inc. (“Sponsor”) is the sponsor of this promotion. This promotion (“Promotion”) is governed by these official rules (“Official Rules”). To participate in the Promotion, participants must during the Promotion Period (as defined below) subscribe for the “Clever” or “Genius” tier of Shopmonkey’s software-as-a-service offering (the “Service”) and maintain and pay for a minimum twelve (12) month contract. Employees of Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, vendors and suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Promotion.

The object of the Promotion is to generate sales for Sponsor and to demonstrate the value of the Service to new customers and reward new customers for subscribing. “Qualified Participants” refers to persons subscribing for the “Clever” and “Genius” tier of the Service and maintaining at a minimum contract of twelve (12) months. Current or former customers of Sponsor and those that have subscribed previously are not eligible to be Qualified Participants.

- 2. Promotion Period.** The Promotion Period will run from June 1, 2022 at 6:00 a.m. Eastern Standard Time until 11:59 pm Eastern Standard Time on July 10, 2022.
- 3. Consideration.** Sponsor will award a single prize of (i) a \$500 Visa gift card to the winner of a random drawing from the Qualified Entrants. No prize substitution will be permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others by winner is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 4. Winner selection and notification:** The odds of winning depends on the number of entrants. The winner of the Promotion will be selected by a random drawing from among the Qualified Entrants conducted with the Third-Party Draw Service on Random.org on July 15, 2022. The winner will be notified via email to the email address they used to register for their Shopmonkey demo with within one (1) day following the winner selection. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible or becomes ineligible by failing to maintain its subscription for the requisite

period, fails to claim the prize within two (2) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, the prize may be forfeited and an alternate winner selected.

5. **Conditions of Participation.** Qualified Entrants consist of entrants that come from the Auto Repair, Auto Detail, Tint & Wrap, Truck Repair, Marine Repair, Custom Fabrication Shop, Tires and Quicklube industries. By registering for the Promotion, you agree to abide by these Official Rules and any decision Sponsor makes regarding this Promotion, which Sponsor shall make in its sole discretion. You also represent that you are not violating any third-party terms or policies, including those of your employer, by participating.
6. **Governing Law.** This Promotion and the rights and obligations of Sponsor and participants will be governed by and controlled by the laws of the State of California, applicable to contracts made and performed therein without reference to the applicable choice of law provisions. All actions, proceedings or litigation relating hereto will be instituted and prosecuted solely within the State of California, Santa Clara County.
7. **Personal Information; Privacy.** Information collected from entrants will be used for the purpose of conducting and marketing the Promotion and as well as the general uses established for such information in the Shopmonkey Terms of Service and Privacy Policy accessible from Shopmonkey.io.
8. **Sponsor.** Sponsor of this Contest is Shopmonkey, Inc. 5671 Santa Theresa Blvd. Suite 212, San Jose, CA 95123.
9. **Trademarks.** Visa is a trademark of Visa, Inc. No affiliation or sponsorship of Shopmonkey by Visa, Inc. is expressed implied.