

SleighPal Giveaway Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

A PAYPAL ACCOUNT IN GOOD STANDING IS REQUIRED TO RECEIVE A PRIZE. PARTICIPATION AND RECEIPT OF THE PRIZE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE [PAYPAL USER AGREEMENT](#). BY PARTICIPATING IN THE SWEEPSTAKES YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU.

This Sweepstakes is in no way sponsored, endorsed or administered by Instagram Inc. or Twitter Inc.

1. Eligibility: SleighPal Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. **Entrants must have a PayPal account in good standing at the time of winner notification.** Employees of PayPal Inc., Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The 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. Sponsor's decisions are final and binding in all matters related to the Sweepstakes. **Winning a prize is contingent upon fulfilling all requirements set forth herein, including a review of entrant's public social profile. If an entrant has engaged in conduct on its public social profile that could damage the reputation of or reflect unfavorably on Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, entrant will be disqualified.**

2. Sponsor: PayPal, Inc., 2211 North First Street, San Jose, CA 95131.

3. Timing: The Sweepstakes begins on December 1, 2022 starting at 12:00 a.m. Eastern Time ("ET") and ends on December 20, 2022 at 11:59 p.m. ET (the "Promotion Period"). The Sweepstakes consists of three (3) "Entry Periods" as set forth in the chart below. Each Entry Period begins at the time of the Sweepstakes Post (as defined below in Section 4) and ends at 11:59 p.m. ET that same day. Twitter's and Instagram's servers are the official time-keeping devices for the Sweepstakes.

Entry Period	Date (ends at 11:59 pm ET)	Approximate Drawing Time/Date
1	December 1, 2022	December 1, 2022 at/around 12:00 p.m. ET, and December 2, 2022
2	December 7, 2022	December 7, 2022 at/around 12:00 p.m. ET, and December 8, 2022
3	December 20, 2022	December 20, 2022 at/around 12:00 p.m. ET, and December 21, 2022

4. How to Enter:

Participation Requirements: To participate, you must have a Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>), or (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

Entry Requirements for Instagram: Locate Sponsor's Sweepstakes post (the "Sweepstakes Post") and take the following actions during any Entry Period to receive an entry:

- (1) Follow @paypal on Instagram; and
- (2) Send a private direct message to @paypal with the email address associated with your PayPal account and #SleighPalGiveaway.
- (3) There is no requirement that your Instagram handle is public. However, you must not change your Instagram handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

By completing the above requirements, you will receive one (1) entry in the applicable Entry Period drawing.

Limit: Each person may enter one (1) time via this method per Entry Period.

Entry Requirements for Twitter: Locate Sponsor's Sweepstakes Post and take the following actions during any Entry Period to receive an entry:

- (1) Follow @paypal on Twitter;
- (2) "Like" the Sweepstakes Post that includes #SleighPalGiveaway; and
- (3) Send a private direct message to @paypal with the email address associated with your PayPal account and #SleighPalGiveaway.
- (4) There is no requirement that your Twitter handle is public. However, entrant must not change your Twitter handle during the Promotion Period and until the prizes are awarded (as described in Section 6).

By completing the above requirements, you will receive one (1) entry in the applicable Entry Period drawing.

Limit: Each person may enter one (1) time via this method per Entry Period.

Entry Limitations: Sponsor, in its sole discretion, may disqualify any entry that it finds unlawful, or in violation of these Official Rules, or any entrant whose public social profile demonstrates *conduct that could damage the reputation of or reflect unfavorably on Sponsor*. Multiple entrants are not permitted to share the same Twitter/Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter/Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Twitter/Instagram account used to register will be deemed to be the entrant. 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 used to create the Twitter/Instagram account. Each potential winner may be required to show proof of being the authorized account holder. Released Parties (as defined in Section 8, below) are not responsible for lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms all of which will be void.

5. Sponsor's Use of Social Post Content: Participation constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the

entry.

6. Prize Drawing: Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential winning entries from all eligible entries received in each Entry Period for each Social Account as set forth in the chart in Section 3. Entries from one drawing will carry-over within the same Entry Period, but entries from each Entry Period will not carry-over into subsequent Entry Period drawings, if any.

If the potential winner is offered a prize equal or greater to \$600 or as a result of this Sweepstakes will have won prizes cumulatively valued at \$600 or greater in one calendar year, he/she will be required to sign and return a an IRS Form W-9, which must be received by Sponsor within three (3) days of the date notice or attempted notice is sent, in order to claim his/her/the prize. Otherwise, entrants who are selected as winners will not be required to take any action to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide the requested information within the required time period (where applicable), the potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

7. Prizes:

Entry Period 1 Prizes:

ONE HUNDRED (100) PRIZES (50 awarded to Instagram entrants and 50 awarded to a Twitter entrants)
TOTAL (50 per Entry Period drawing, 25 Instagram and 25 Twitter): \$50 transferred into winner's PayPal account. Entry Period Total Approximate Retail Value ("ARV"): \$5,000.

Entry Period 2 Prizes:

ONE HUNDRED (100) PRIZES (50 awarded to Instagram entrants and 50 awarded to a Twitter entrants)
TOTAL (50 per Entry Period drawing, 25 Instagram and 25 Twitter): \$50 transferred into winner's PayPal account. Entry Period Total ARV: \$5,000.

Entry Period 3 Prizes:

ONE HUNDRED (100) PRIZES (50 awarded to Instagram entrants and 50 awarded to a Twitter entrants)
TOTAL (50 per Entry Period drawing, 25 Instagram and 25 Twitter): \$50 transferred into winner's PayPal account. Entry Period Total ARV: \$5,000.

For All Prizes: PayPal account must remain in good standing through the time of prize award. Prize amounts will be distributed within approximately 10 business days of verification of all winners. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address or other contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and Sponsor will have no further obligation with respect to that prize or portion of the prize. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period for the applicable Social Account used to enter. Limit: One (1) prize per person.

Taxes: Prize recipients are responsible for all taxes and fees associated with prize receipt and/or use. Where a single prizes received is equal to \$600 or more or cumulative prizes won through PayPal social programs are equal to \$600 or more, an IRS Form 1099-MISC will be issued.

8. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Merkle Inc., Twitter, Inc., Instagram, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from

and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9 Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, Submission, photograph (including, without limitation, winner's Twitter/Instagram profile photo), voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process 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.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, not received, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Agreement to Arbitrate: Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration, rather than in court, except that the claimant may assert claims in small claims court, if the claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator also must follow the terms of this agreement as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section below, shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association (referred to as the "AAA") under its rules and procedures, as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or by the court.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the parties subject to the discretion of the arbitrator to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, either party may attend by telephone, unless the arbitrator require otherwise.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Sponsor will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Sponsor for all fees associated with the arbitration paid by Sponsor on your behalf that you otherwise would be obligated to pay under the AAA's rules.

With the exception of any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section below, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the [Prohibition of Class and Representative Actions and Non-Individualized Relief](#) section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

13. Prohibition of Class and Representative Actions and Non-Individualized Relief: Entrant and Sponsor agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both Entrant and Sponsor agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

14. Limitation of Liability: Entrant agrees that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

15. Entrant's Personal Information: Information collected from entrants is subject [Sponsor's Privacy Policy](#).

16. Winner List: For a winner list, [click here](#). The winner list will be posted after winner confirmation is complete.

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