

FYPON "PICK YOUR FYPON!" SOCIAL MEDIA SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning a prize. Open to U.S. residents, who are 18 and older (if the age of majority is older than 18, you must be the age of majority within your state to be eligible to win). This Sweepstakes is not sponsored or endorsed by Facebook.

1. **Entry Period:** The Pick Your Fypon! Social Media Sweepstakes ("Sweepstakes"), sponsored by Fypon ("Sponsor"), begins on January 30, 2017 at 12:00:01 a.m. Eastern Time ("ET") and ends on March 5, 2017 at 11:59:59 p.m. ET (the "Sweepstakes Period"). Sponsor's computer is the official timekeeping device of the Sweepstakes.
2. **Eligibility:** Entry into the Sweepstakes is open to permanent legal residents of the 50 United States and the District of Columbia ("D.C."), who are 18 years or older at time of entry ("Entrant"). Employees, officers and directors of Sponsor, its parent, affiliate and subsidiary companies, the agents and advertising and promotion agencies of each of the foregoing, and members of the immediate families (defined for these purposes as including spouse, biological, adoptive or step- parents, grandparents, children, grandchildren and siblings, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above, are **NOT** eligible to enter or win a prize. By entering the Sweepstakes, each entrant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes. The Sweepstakes is subject to all applicable laws and regulations of the United States, and is void, outside of the 50 United and where prohibited by law.
3. **How to Enter Sweepstakes.** Visit Fypon on Facebook during the Sweepstakes Period, comment on your favorite picture (new pictures to be posted weekly) and fill out the google doc (link provided). An Entrant may enter the Sweepstakes in accordance with these Official Rules. Limit one (1) weekly entry per person or Facebook account during the Sweepstakes Period; if more than the allowed entries are received from an individual Entrant or Facebook account, all such entries submitted will be disqualified and will not be included in the prize drawing described below. All weekly entries must be received by February 5, 12, 19, 26 and March 5, 2017 at 11:59:59 p.m. E.T.
4. Entry must be made by an individual person; use of script, macro, or other automated systems to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of an Entrant, entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. Each potential winner may be required to show proof of

being the authorized account holder. Incomplete, unreadable, or unintelligible entries will be disqualified.

5. **Prize Drawing:** One (1) winner will be drawn each week during the Sweepstakes, on Monday at 12:00 pm E.T., by Administrator, at random, from all entries received up until the drawing time. Weekly Winner drawings will be held on the following dates in 2017: February 6, 13, 20, 27 and the Grand Prize drawing will be held on March 6 and will be drawn from all of the entries received during the Sweepstakes Period. Odds of winning a prize depend on the number of eligible entries received.
6. **Prizes:** Four (4) weekly winners will receive one (1) YETI® 20 oz. Tumbler. Retail value of each YETI® 20 oz. Tumbler is \$39.99 USD. The approximate retail value of all YETI® 20 oz. Tumblers awarded throughout this Sweepstakes is \$159.96 USD. One (1) grand prize winner will receive one (1) YETI® Roadie Cooler. The approximate retail value of the YETI® Roadie Cooler is \$249.99 USD. The Sponsor reserves the right to change the prizes at Sponsor's sole discretion.

Total ARV of all prizes in this Sweepstakes: \$409.95. All federal, state or local income taxes on the prizes are the sole responsibility of the winners. All prizes are awarded "as is" and Sponsor makes no representation or warranty, express or implied, in fact or in law, with regard to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any difference between the stated ARV and actual value of any prize will not be awarded in cash or in any other form. Dollar amounts are expressed in U.S. currency. No transfer or substitution of prizes (or any portion thereof) or cash alternative permitted, except by Sponsor in its sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value in the event the advertised prize (or portion thereof) becomes unavailable. All prizes will be awarded according to these Official Rules provided a sufficient quantity of qualifying entries are received and the prizes are claimed properly in accordance with these Official Rules. Prizes (and all elements thereof) are not redeemable for cash.

7. **Consent to Publicity:** Except where prohibited by law, a winner's acceptance of his/her prize constitutes permission for the Sponsor to use said winner's name, photographs, likenesses, statements, biographical information, voice, and city and state addresses on a worldwide basis, and in all forms of media (including but not limited to the Sponsor's website and social media), in perpetuity, without limitation and without further notice or compensation. Winning any prize is contingent upon fulfilling all requirements of these Official Rules, including verification of Entrant's eligibility.
8. **Winner Notification:** At the end of each weekly random drawing, the potential winner will be notified privately via email, using contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason.

Each winner must provide positive identification specified by Sponsor to claim/participate in a prize and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) within twenty (20) days of notification or the prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among the remaining entries. If any prize notification is returned as undeliverable, the corresponding prize will be forfeited and awarded to an alternate winner, time permitting, in a random drawing from among the remaining entries.

9. Liability Release: Participation in the Sweepstakes and (if applicable) acceptance of a prize constitutes each Entrant's agreement to hold harmless Sponsor, their respective parent, affiliate and subsidiary companies, and the officers, directors, employees and agents of each of the foregoing from and against any injuries, losses or damages of any kind arising in any way from or in connection with their participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize (if applicable), or their participation in prize-related activities (if applicable). All taxes are the responsibility of the winner. **BY ENTERING, YOU AGREE, TO THE EXTENT ALLOWED BY APPLICABLE LAW, THAT IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING IN ANY WAY FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE OR USE OF ANY PRIZE YOU MAY BE AWARDED. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

10. Sponsor is not responsible for: (i) electronic, wireless or digital transmissions or any entries that are lost, late, damaged, stolen, garbled, destroyed, misdirected, illegible or incomplete; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software, or telephone transmissions, damage to an Entrant's or any person's computer and/or its/their contents, or causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (iv) any entries submitted in a manner that is not expressly allowed under these Official Rules; (v) incorrect or inaccurate entry information whether caused by Entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vi) any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes, or in the announcement of prize(s)/prize winner(s); (vii) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms and denial of service attacks); or (viii) cheating or fraud by any Entrant. If for any reason the Sweepstakes cannot be executed as planned, including but not limited to transmission failure, infection by

computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and reserves the right, but shall not be obligated, to select the winners from among all eligible, non-suspect entries received prior to the time/date such action was taken. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or enters using any automatic programmed entry duplication method or third-party entry service.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 11. Dispute Resolution:** By entering, you agree that: (a) any and all disputes, claims and 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 exclusively by the appropriate federal, state or local court located in the State of Ohio; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Ohio.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these

Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. Winners List: For the name of the prize winners, send a self-addressed stamped business-size envelope after April 6, 2017 and no later January 30, 2018 to: Fypon, 1750 Indian Wood Circle, Maumee, Ohio 43537 c/o Pick Your Fypon! Sweepstakes. VT residents may omit postage.

13. All trademarks related to the prizes in this Sweepstakes are the property of their respective owners and no sponsorship, endorsement or affiliation with Sponsor, its products or this Sweepstakes is implied by their use.

14. This Sweepstakes is not sponsored or endorsed by Facebook.

15. Sponsor: This Sweepstakes is sponsored by Fypon, LLC, Maumee, Ohio

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only.

Legal Notice. **Privacy Policy.** Please see Fypon, LLC legal notice and privacy policy for more information: <http://www.fypon.com/privacy.asp>
<http://www.fypon.com/terms.asp>

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