

# CLEVER LIBRARY PRIZE PACK SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. 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.**

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

**Sponsor:** Clever, Inc. 1263 Mission Street, San Francisco, CA 94103

If, and to the extent, this Sweepstakes involves interaction with social media platforms, this Sweepstakes is in no way endorsed, administered by, or associated with any social media platform. By entering the Sweepstakes, you understand that you are providing your information to Sponsor and not to ANY social media platforms.

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### **Prize Pack Details – September**

**SWEEPSTAKES PERIOD.** The Sweepstakes begins on September 23, 2019 at approximately 8:00 a.m. Pacific Standard Time (“PST”) and ends at 11:59:59 p.m. PST on September 27, 2019 (the “**Sweepstakes Period**”).

**PARTICIPATING LEARNING APPS.** Actively Learn, DOGOnews, Edji, STORYWORLD, and Whooo’s Reading.

**TOTAL NUMBER OF PRIZES.** Five.

## **PRIZES.**

Actively Learn: one-year teacher license and t-shirt.

DOGOnews: one-year teacher subscription to DOGOnews Pro for 20 students.

Edji: Edji Hero license, t-shirt and stickers.

STORYWORLD: classroom account.

Whooo's Reading: one-year Whooo's Reading Silver subscription, spiral notebook, and post-its.

**PRIZE SPONSORS.** Prizes provided by Actively Learn, DOGOnews, Edji, STORYWORLD, and Whooo's Reading.

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**1. ELIGIBILITY.** Each Sweepstakes is open only to individuals who are (i) legal residents of the 50 states of the United States or the District of Columbia, (ii) eighteen (18) years of age or the age of majority or other in his or her state of residence the time of entry, (iii) authorized Clever users at any of the Schools registered with Clever, and (iv) authorized to download and use applications in the Clever Library.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third party prize provider(s) and/or prize fulfillment service (collectively, the "**Sweepstakes Entities**"); and members of the immediate families (spouse and 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 individuals are not eligible to participate in each Sweepstakes or win the prize.

Any person who has won a prize (or whose household has won a prize) in any sweepstakes sponsored by Sponsor in the thirty (30) days prior to the start date of this Sweepstakes is not eligible to win a prize in the Sweepstakes.

Void where prohibited, licensed, restricted or taxed.

**2. HOW TO ENTER.** Entrants may enter the Sweepstakes by installing and testing a Participating Learning App through the Clever Library or by following the alternate method of entry in accordance with the entry instructions below. All Entries submitted by an entrant in association with a Clever user account will be attributed to the user and verified email address associated with such account (an "**entrant**").

**a) Install and Test a Participating Learning App (the App Testing Method):**

1. Log-in to your Clever account during the Sweepstakes Period.
2. After logging in, visit the Clever Library at [clever.com/in/library](https://clever.com/in/library), and install and test any of the Participating Learning Apps. Each successfully installed and tested Participating Learning App during the Sweepstakes Period shall constitute one (1) entry into the Sweepstakes (an "**Entry**").
3. You may install and test each of the Participating Learning Apps in this Sweepstakes to receive multiple Entries, up to a total of five (5) Entries total in the Sweepstakes: one Entry

per Participating Learning App per entrant, up to a maximum of 15 total Entries. Additional Entries shall not be eligible for the Sweepstakes.

4. You may only have one Clever account. If you submit Entries from more than one account, all of your Entries may be disqualified, in Sponsor's sole discretion.
5. You must have all necessary rights to participate in the Sweepstakes and submit an Entry. By installing and testing a Participating Learning App, you acknowledge and agree that your use of such App is subject to the [Clever Library Universal Terms of Use](#) and the Terms and Conditions, Privacy Policy and any other agreement between you and the applicable Participating Learning App developer ("**Developer**").

**b) Alternate Method of Entry (AMOE) – MAIL:** To enter the Sweepstakes without installing and testing a Participating Learning App, you may receive one entry by hand printing your full name, name of School registered with Clever, Clever user name, street address, city, state, zip code, home telephone number, e-mail address on a 3<sup>1</sup>/<sub>2</sub>" X 5" index card and mailing it, first-class U.S. postage prepaid, inside a standard #10 size business envelope with a handwritten address to: Clever ATTN: Clever Library Prize Pack Sweepstakes (include the date the Sweepstakes launched) Entry, 1266 Mission Street, San Francisco, CA 94103. All mail-in entries must be postmarked before the end the Sweepstakes Period and received by close of business two days after the end of that Sweepstakes' Period to be considered valid.

Each participant may submit multiple entries up to the maximum number of five (5) Entries total, per entrant/Clever account. Each mail-in Entry must be mailed separately in a #10 size business envelope with a handwritten address.

No mechanical reproductions or facsimiles will be accepted. Any alterations or forged entries will void the entry. Any entries not received in envelopes will be disqualified. Any professionally or mechanically printed entry forms other than those hand written on a plain 3<sup>1</sup>/<sub>2</sub>" X 5" postcard will be disqualified. Illegible, incomplete, mechanically reproduced, multiple or automated entries, and entries by ineligible individuals will be disqualified. Lost, late, misdirected, mutilated or postage-due entries will not be considered.

**Regardless of which method of entry is used, individually or in combination, the total number of Entries for each entrant may not exceed five (5) Entries during the Sweepstakes. Incomplete and/or invalid or duplicate entries will be disqualified.**

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account, as applicable, enter a Sweepstakes and a dispute arises 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 or mobile phone number by an Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Sweepstakes. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor are final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; and (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited.

**3. ODDS OF WINNING AND WINNER SELECTION.** Sponsor will randomly select the potential Sweepstakes winners from among all eligible entries collectively received during the Sweepstakes Period. There will be a random drawing for each available prize. Limit one prize per Sweepstakes per entrant; if an entrant is selected as a potential Sweepstakes winner of a prize, all other Entries associated with the same entrant shall be removed from eligibility for remaining prizes.

Odds of winning a prize depend on the number of eligible entries received.

Potential Sweepstakes' winners are subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, or the potential winner cannot be contacted within five (5) natural days after the first attempt to contact the potential winner, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that any potential winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

**4. WINNER NOTIFICATION.** The potential winners will be notified within approximately ten business days after the end of a Sweepstakes Period via email at the email address associated with the entrant's Clever user account. The Sponsor is not responsible for any change of email address or account. The Sponsor is not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner. If the potential winner does not claim the prize within the time designated by Sponsor in the winner notification, the potential winner will automatically be disqualified and their prize will be forfeited.

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, the potential prize winner may be required (in Sponsor's sole discretion) entrants may be required to sign and return eligibility verification and/or any other waiver or release deemed necessary by Sponsor within seventy-two (72) hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated in these Official Rules or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

**5. PRIZE(S).** There will be one winner for each Prize made available during the Sweepstakes by the Prize Sponsors, as described above. Approximate Retail Value ("ARV") of each prize: \$10 - 300. Total ARV of all Sweepstakes prizes: \$1,500 - \$4,500.

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified in these Official Rules. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Prizes may be fulfilled by a Prize Sponsor or other third party fulfillment entity. The prize will only be awarded if properly claimed according to the Official Rules. All costs

and expenses related to the prize acceptance, the prize, and/or prize use not specified in these Official Rules as being provided are the sole responsibility of winner(s).

*For prizes that involve app subscriptions:* Winners of a Participating Learning App subscription prize will receive a free subscription to the Participating Learning App for the period described in the applicable prize description. For example, if the participant is the winner of the Newsela drawing, that winner will receive a one-year subscription to Newsela. The use of such prize shall be subject to additional terms and restrictions governed by the [Clever Library Universal Terms of Use](#) and applicable Terms made available by the Developer of the Participating Learning App.

*Conditions and restrictions may apply.* Limit: One (1) prize per participant/Clever account. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

**6. DISCLAIMER FOR THIRD-PARTY DEVELOPER SERVICES.** Sponsor does not own or control Participating Learning Apps. Entrant's use of Participating Learning Apps and/or other products and services offered by third-party application developers ("Developers") as a condition of entering the Sweepstakes or in connection with a Prize is governed solely by the [Clever Library Universal Terms of Use](#) and the Terms and Conditions, Privacy Policy and any other agreement between entrant or Winner and the applicable Participating Learning App. Any and all warranties and/or guarantees relating to the use of a Participating Learning App are subject to the respective Participating Learning App's terms therefore, all entrants and Winners agree to look solely to such Participating Learning App Developers for any such warranty and/or guarantee.

**7. TAMPERING AND DELIVERY DISCLAIMER.** (a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor

disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) 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; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be posted on Clever's Sweepstakes' blog page(s), when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

**8. PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list or social media platform used to conduct the Sweepstakes.

**9. USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to communicate with the entrant regarding the Sweepstakes and/or a prize, to verify that these Official Rules have been complied with, and for accounting purposes. Sponsor may disclose entrant personal data to a third party as reasonably necessary to enable such third party to fulfill any necessary requirements relating to the award of a prize, and such data will be subject to that third-party's privacy policy. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy located [here](#).

**10. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.** By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding,

shipping/handling, receipt, possession, and/or use or misuse of any prize. By accepting the prize, winner(s) hereby agrees to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above, without resort to any form of class action; and (c) 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. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth in these Official Rules.

**11. TAXES.** Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified in these Official Rules. Upon request, each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

**12. CONDUCT AND DECISIONS.** All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in a Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or a Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's "discretion" and/or any exercise of discretion by the Sponsor shall mean in Sponsor's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Sweepstakes. In the event the Sweepstakes

is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to termination. If applicable, material changes to the Official Rules will be available on-line at the Sponsor's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

**13. BINDING ARBITRATION.** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth in these Official Rules (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 California 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.

**14. COMPLIANCE WITH LAW AND GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes' Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, 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 13 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in the City of San Francisco.

**15. WINNER LIST.** To request the name of the winner for this Sweepstakes, send a self-addressed, stamped envelope to Clever, 1263 Mission Street, San Francisco, CA, 94103. Please include the name of the Sweepstakes. Winner List requests will only be accepted after end of the Sweepstakes Period listed above. You can also send an email to [yovana.becher@clever.com](mailto:yovana.becher@clever.com).