## Next 10 #Compare50States Drawing OFFICIAL RULES

The Next 10 #Compare50States Drawing (the "Promotion") is a series of individual weekly sweepstakes ("Weekly Promotion") that are subject to these Official Rules except as expressly stated otherwise. No purchase necessary to enter or win. A purchase or payment will not increase your chances of winning. The Promotion is sponsored by Next 10, 300 Brannon Street, Suite 402, San Francisco, CA 94107 (the "Sponsor").

- 1. **ELIGIBILITY.** The Promotion is open only to legal residents of the United States who are eighteen (18) years of age or older and have an internet connection and a Twitter account in good standing at the time of entry ("Entrant"). Entrants must also follow Next 10's official Twitter account @Next10 at the time of entry and drawing in order to be eligible to win. Employees of Next 10 and their immediate families, advertising and promotion agencies who may be involved in the Promotion, the Promotion sponsors and prize donors (collectively, "Promotion Entities"), and all of their respective parent, subsidiary and affiliated companies are not eligible. You must also have an active Twitter account, which is free to open, and follow Next 10's Twitter account throughout the Promotion Period to be able to enter and win. The information you provide to Twitter is governed by the Twitter Privacy Policy and Terms of Use and Promotion Entities are not responsible for the governance of those terms. This Promotion is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions, and wherever prohibited or restricted by law; and is subject to all applicable federal, state and local laws.
- **2. TWITTER DISCLOSURE.** This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter. You are providing your information to the Sponsor listed and not to Twitter. The information you provide will only be used for administering this Promotion and for marketing purposes in accordance with Sponsor's privacy policy, located at <a href="http://next10.org/privacy-policy">http://next10.org/privacy-policy</a>.
- 3. SWEEPSTAKES PERIOD. The Promotion begins at 12:01 a.m. Pacific Standard Time (PST) on January 25, 2016 and ends at 3:00 p.m. PST on March 18, 2016 ("Promotion Period"). During the Promotion Period, Sponsor will conduct eight (8) consecutive drawings according to the schedule outlined below ("Weekly Drawings"). Each qualified entry received by or before a Weekly Drawing Deadline specified in the table below will be entered into a drawing to win a Prize. Following a Weekly Drawing Deadline, a potential winner will be drawn from among all eligible entries received prior the Drawing Deadline. Qualified entries not selected in a Weekly Drawing will **not** roll over to the next Weekly Drawing.

Start Date	End Date	Approximate Weekly Drawing Date (Subject to change)
January 25, 2016, 12:01 a.m. PST	January 29, 2016, 3:00 p.m. PST	January 29, 2016

January 29, 2016,	February 5, 2016,	February 5, 2016
3:01p.m. PST	3:00 p.m. PST	
February 5, 2016,	February 12, 2016,	February 12, 2016
3:01p.m. PST	3:00 p.m. PST	
February 12, 2016,	February 19, 2016,	February 19, 2016
3:01p.m. PST	3:00 p.m. PST	
February 19, 2016,	February 26, 2016,	February 26, 2016
3:01p.m. PST	3:00 p.m. PST	
February 26, 2016,	March 4, 2016, 3:00	March 4, 2016
3:01p.m. PST	p.m. PST	
March 4, 2016,	March 11, 2016,	March 11, 2016
3:01p.m. PST	3:00 p.m. PST	
March 11, 2016,	March 18, 2016,	March 18, 2016
3:00 p.m. PST	3:00 p.m. PST	

**4. HOW TO ENTER. Twitter entries only. Maximum one (1) entry per natural person per day.** Each tweet must be different. Create a Twitter account if you do not have one by going to twitter.com and following the instructions to create an account for free. Information you provide to Twitter to open an account is to Twitter's Privacy Policy, located at <a href="https://twitter.com/privacy">https://twitter.com/privacy</a>.

## To enter, follow the following steps:

- 1) Follow @Next10: If you are not already a follower of Next 10's official Twitter account @Next10, log into your Twitter account, go to <a href="https://twitter.com/next10">https://twitter.com/next10</a> and click "Follow." All Entrants must be followers of @Next10 at the time of entry and at the time of drawing to be eligible to win.
- 2) Tweet facts from Compare50.org: during the Promotion Period, go to Next 10 's Compare 50 website located at <a href="http://www.compare50.org">http://www.compare50.org</a> ("Website"), then tweet interesting statistics, facts or data about one or more of the fifty United States, based on the information you read on the Website. In each of your tweets, you must include <a href="mailto:www.compare50">www.compare50</a> trees and <a href="www.compare50">www.compare50</a> tre

For example: "@Next10 Alaska has the highest average credit card debt per person #Compare50States #sweepstakes".

If you choose to enter multiple times, each of your tweets must be different in order to qualify you for more than one entry in the Promotion, meaning you may not tweet the same phrase, statistic, fact or data more than once. Maximum one (1) entry per natural person per day.

All entries must be received during the Promotion Period, according to Sponsor's internal time clock, to be eligible to win a prize. If you choose to enter via a mobile Twitter account, standard charges and text messaging rates by your mobile carrier may apply, and you may receive reply messages via text by Sponsor. To stop these messages, please check and adjust your settings on your mobile phone. Sponsor is not responsible for any charges related to tweets made by or messages received by mobile phone.

Sponsor is not responsible for late, incomplete, void, corrupted, garbled, misdirected, or otherwise unintelligible Entries, for mistyped hashtags, and for any problems, bugs or malfunctions Entrants may encounter when submitting their entry. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. Sponsor reserves the right to disqualify false entries or entries suspected of being false and to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Promotion or violating these Official Rules. Persons discovered entering under several names or Twitter accounts will be disqualified. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Entries generated by a script, macro or other automated means will be disqualified. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the Twitter account used to enter was opened. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

**5. WINNER SELECTION AND NOTIFICATION.** One (1) potential winner will be randomly selected each week from among all eligible entries received according to the weekly drawing schedule set forth above to each win one (1) Prize, up to eight (8) total potential winners for the Promotion Period (collectively, "Selected Entrants"). Entrants must be currently following @Next10 at the time Sponsor conducts drawings for winners.

Selected Entrant will be notified by Twitter Direct Message ("Notification") and must respond by Twitter Direct Message within one (1) week of attempted Notification according to the instructions in the Notification, including their full name, mailing address, and email address ("Response"). All contact information provided must be valid, truthful, and current.

Selected Entrant may be sent a Declaration of Eligibility and Liability Release ("Release"), which must be signed and returned within forty-eight (48) hours of receipt, using the instructions provided by Sponsor. Except where prohibited by law, the Release may state that Selected Entrant agrees to allow Sponsor to use (without additional compensation) his or her name, Twitter handle and profile information, hometown, likeness, and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor's website(s), social media pages and affiliated website(s)). Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address and phone number. Unless restricted by law, the Selected Entrant will be required to complete and return the

Release within the time period specified therein. Proof of age and eligibility may be required.

If Selected Entrant does not respond to the Notification within the time provided in these Rules, cannot be reached, cannot accept or receive the prize, or any portion thereof, for any reason, fails to obtain all signatures on the Release and to return the documents in a timely manner, Selected Entrant may forfeit prize and Sponsor may select at random another Selected Entrant, up to three times. Sponsor will not make multiple attempts to contact Selected Entrants. The Selected Entrants' names may be announced on Sponsor's Twitter feed, marketing materials and websites.

- **6. ODDS.** The odds of winning a prize depend upon the number of eligible entries received.
- **PRIZE.** Each weekly prize consists of one (1) \$100 Visa gift card ("Prize"). Gift card is subject to the terms and conditions of issuer.

Prize will be delivered by US mail to a U.S. mailing address only. No transfer, or cash or other substitution of Prizes allowed except by Sponsor who may substitute a prize or prize component of comparable or greater value at Sponsor's discretion. All activities related to the Prize are at the Selected Entrants' own risk and subject to whatever restrictions are imposed by the entities that govern activities. Non-compliance with these Official Rules may result in disqualification. Limit one (1) prize per person and household. If prize is awarded but goes unclaimed or is forfeited by recipient, the prize may not be re-awarded, in Sponsor's sole discretion. Sponsor is not responsible for lost, mis-delivered or undelivered Prizes. If Selected Entrant is not reachable or is unable to participate in or accept a prize for any reason, Sponsor shall have no further obligation to the Entrant. Neither Sponsor nor any of its prize suppliers will replace any lost or stolen Prizes.

- **8. PUBLICITY.** By participating in the Promotion, any Entrant in the Promotion, irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use Entrant's, name, likeness, biographical information in any and all media for any purpose, including without limitation, commercial, advertising and promotional purposes as well as in, on or in connection with the Promotion or other promotions, and hereby release the Promotion Entities from any liability with respect thereto, unless prohibited by law.
- 9. GENERAL CONDITIONS. By participating, Entrants agree to be fully and unconditionally bound by these Official Rules, the Website Terms of Use located at <a href="http://next10.org/terms">http://next10.org/terms</a> and the decisions of Sponsor, and waive any right to claim ambiguity in the Promotion or these Official Rules. Any portion of the Promotion may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Promotion. Sponsor reserves the right at its sole discretion to terminate the Promotion and, if terminated, at its discretion, select the potential winners in a

random drawing from among all eligible, non-suspect entries received prior to action taken. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, the Website Terms of Use, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No Entrant may enter with multiple identities, multiple Twitter accounts or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed Prizes will not be awarded. All federal, state or other tax liabilities (including income taxes) arising from this Promotion, if any, will be the sole responsibility of Selected Entrant. Entrants may be issued an IRS Form 1099 for the ARV of any awarded prize.

Caution: any attempt to deliberately damage or undermine the legitimate operation of the Promotion may be in violation of criminal and civil laws and will result in disqualification from participation in the Promotion. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

10. **LIMITATIONS OF LIABILITY.** If for any reason an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, the Entrant's sole remedy is another entry in the same Promotion during the Promotion Period. By entering the Promotion, Selected Entrants also agree to release, discharge, indemnify and hold harmless Promotion Entities, Twitter, and each of their respective officers, directors, employees, representatives and agents (collectively "Releasees") from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of any prize, (ii) participation in any activity, event, or excursion offered in connection with the prize, (iii) use of any facility, service and/or accommodation related to the prize, or (iv) participation in any Promotion-related activity or participation in this Promotion. The Releasees shall not be liable for: (i) late, lost, delayed, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Promotion; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Promotion. Without limiting the generality of the foregoing, Releasees are not responsible for computer malfunctions, network connections, email delivery problems, systems failure or incompatibility, typographical, technical or key-stroke errors, or interruptions in your internet service, and for incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen notifications. In the event Sponsor

is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these 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 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.

- 11. **DISPUTES.** Disputes regarding these Official Rules and/or this Promotion will be governed by the internal laws of the State of California. Decisions of Sponsor are binding and final. In the event of a dispute as to any entry, the authorized account holder of the email address used to conduct a search will be deemed to be the entrant. No claimant in any dispute involving Sponsor shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision.
- **12. WINNERS' LIST; OFFICIAL RULES.** For a copy of the winners' list or a copy of these Official Rules, please go to Sponsor's website or send a request, together with a self addressed, stamped envelope to: Next 10 #Compare50States Promotion, Next 10, 300 Brannon Street, Suite 402, San Francisco, CA 94107. Requests must be received within 90 days of the end of the Promotion. VT and WA residents may exclude return postage.

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