

## **Coconut Pong Sweepstakes Contract:**

**PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Coconut Pong Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Mountain Standard Time ("MST") on February 9, 2016 and ends at 11:59:59 PM MST on February 11, 2016 ("Sweepstakes Period").** The computer clock of Sponsor is the official time-keeping device in the Sweepstakes. *This Sweepstakes is in no way sponsored, endorsed, or administered by Facebook or Apple.*

**EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT IS AT LEAST 13 YEARS OF AGE AND THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND IS FAMILIAR WITH AND AGREES TO ITS CONTENTS. IF ENTRANT IS NOT AT LEAST 13 YEARS OF AGE AND DOES NOT AGREE TO THESE OFFICIAL RULES DO NOT PARTICIPATE IN THIS SWEEPSTAKES.**

1.1 **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico, the U.S. Virgin Islands and all other U.S. territories and possessions) who are 13 years of age or older (the "Entrant") at the time of entry. By participating, Entrants (or their parent(s)/legal guardian(s) if Entrants are minors) agree to these Official Rules and to the decisions of Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All applicable federal, state, provincial and local laws and regulations apply. Sponsor is referred to herein these Official Rules as the "Sweepstakes Parties".

1.2 **HOW TO PARTICIPATE:** To enter, Entrant must like the Coconut Pong Sweepstakes post on Facebook. In addition, Entrant must comment about our app on the Coconut Pong Sweepstakes post. Check back on <http://coconutpong.net/sweepstakes> for winner announcements on February 12, 2016 (names will be displayed for 48 hours, afterwards new winners will be announced should the

winner(s) not claim prize.

Entrants may enter the Sweepstakes only once.

Your Sweepstakes Entry (comment on post) must not include content that:

- is sexually explicit; is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; is profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any entry submitted for any other sweepstakes;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, music or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials (i) owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, or contains any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without consent of usage; and/or (ii) that have been previously, sold, published or submitted in any other sweepstakes;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or
- violates any law or is otherwise inappropriate, as determined in Sponsor's sole discretion.

**1.3 PRIZES, DRAWINGS AND ODDS OF WINNING:** On or about February 12, 2016, a total of two (2) potential winners will be randomly selected by the Sponsor.

Each prize will consist of the following:

- One (1) iTunes gift card
- The Approximate Retail Value (“ARV”) of each prize is \$10.00
- The approximate ARV of all prizes is \$20.00

*Any applicable taxes are the sole responsibility of the winners.*

**1.4 WINNER NOTIFICATION:** Potential Sweepstakes winners need to check back on <http://coconutpong.net/sweepstakes> on February 12, 2016 @ 9:00am Mountain Standard Time, to claim you must fill the form on the website to verify your identity within two (2) days of the applicable drawing date or as soon thereafter as reasonably practicable (information given on Sponsor website will be destroyed upon confirmation). The potential winner of a prize valued at \$10.00 (or winner's parent/legal guardian, if winner is a minor) will be sent via email. If any potential winner does not contact Sponsor within two (2) days, the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and, if time permits, an alternate winner will be selected from among all remaining entries for that drawing at the sole discretion of Sponsor. Potential winners are subject to verification. Neither Sponsor nor any Sweepstakes Party is responsible for any change in Entrant's Facebook display name, or email. For the avoidance of confusion, prizes won by an eligible Entrant who is a minor in his or her state or province of residence may be awarded to a minor's parent or legal guardian who must answer the email.

**1.5 PRIZE LIMITATIONS: Limit of one (1) prize per person/per household.** Entrants that are discovered during prize verification to have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, if any, will be disqualified at the discretion of the Sponsor, or will be void. Sweepstakes entries generated by script, macro or other automated means and Sweepstakes entries made by any means, which subvert the entry process, are void. All Sweepstakes entries become the property of Sponsor and will not be acknowledged or returned.

**1.6 GENERAL PRIZE CONDITIONS:** Prize will only be awarded upon potential winners' verification of eligibility and final approval by Sponsor. To the extent permitted by law, Sponsor reserves the right to perform a detailed background check on the potential winners. To the extent permitted by law, by entering the Sweepstakes you hereby authorize Sponsor to perform the same in the event that you are selected as a potential winner. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied. All prize details are at Sponsor's sole discretion. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such. All applicable federal, state, municipal, provincial and local laws and regulations apply. If any winner is at least 18 years of age but still considered a minor in his/her jurisdiction of residence, the prize will be awarded in the name of his/her parent or legal guardian which will be responsible for fulfilling all requirements imposed on winners set forth herein these Official Rules.

**1.7 MISCELLANEOUS:** Entrants who do not follow all of the instructions, provide the required information in their entry, or abide by these Official Rules or other instructions of Sponsor may be disqualified. ***All Entrants (and Entrant's parent/legal guardian if entrant is a minor) agree to comply with these Official Rules and the decisions of the Sponsor shall be binding and final.*** All Sweepstakes entries become the property of Sponsor and will not be

acknowledged or returned. Sponsor and the Sweepstakes Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries, all of which are void. Entries will be considered to be entered by the authorized account holder of the Facebook account, as applicable, submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an Facebook account, as applicable.

**1.8 PRIVACY:** Information collected from Entrant is used only for the purposes of administering the Sweepstakes, awarding of prizes, to notify winners, and as otherwise set forth in these Official Rules. Information collected from Entrants (or Entrant's parent/legal guardian if Entrant is a minor) will not be transferred to a third party. Furthermore, notwithstanding the foregoing, by entering the Sweepstakes, Entrant (or Entrant's parent/legal guardian if Entrant is a minor) agrees to all of the terms and conditions of Sponsor's Privacy Policy, which is available at [www.coconutpong.net](http://www.coconutpong.net)

**1.9 RELEASE:** By participating in the Sweepstakes, Entrants and winners (and their parent(s)/legal guardian(s) if Entrants/winners are minors) agree to release, discharge and hold harmless the Sponsor and Sweepstakes Parties, and Twitter from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Sweepstakes or any portion thereof, or the acceptance, use/misuse or possession of any prize (or activity related thereto). As a condition of entering the Sweepstakes, Entrants and winners (and their parent(s)/legal guardian(s) if entrant/winner is a minor) agree that (1) under no circumstances will Entrant and/or winner (or their parent(s)/legal guardian(s) if Entrant/winner is a minor) be permitted to obtain awards for, and Entrant and/or winner (or their parent(s)/legal guardian(s) if Entrant/winner is a minor) hereby waives all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (3) in no event will any Entrant and/or winner (or

their parent(s)/legal guardian(s) if Entrant/winner is a minor) be entitled to receive attorneys' fees. BY ENTERING THE SWEEPSTAKES, ENTRANTS AND/OR WINNERS (and their parent(s)/legal guardian(s) if Entrant/WINNER is a minor) AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AND THE SWEEPSTAKES PARTIES AND FACEBOOK AND each of their respective parent, subsidiary and affiliated entities as well as the successors, assigns and licensees of each and THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, Shareholders, contractors AND representative OF EACH, FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), OR LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS (INCLUDING, BUT NOT LIMITED TO, DEATH) AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE SWEEPSTAKES OR ANY PORTION THEREOF; a breach or allegation which if true would constitute a breach, of any of Entrant's AND/OR WINNER'S representations, warranties or obligations herein; OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. ENTRANTS AND/OR WINNERS (and their parent(s)/legal guardian(s) if Entrant/WINNER is a minor) WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**1.1.1 DISCLAIMER:** Sponsor and the Sweepstakes Parties, and their respective contractors and/or agents, are not responsible for printing or typographical errors in these Official Rules or in any Sweepstakes-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes and award the prizes for the Sweepstakes from among all eligible, non-suspect entries received (i) as of the date of termination or modification, as applicable, using the selection process outlined in Section 3 above and/or (ii) in a random drawing if for any reason this Sweepstakes is not capable of running

as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Sweepstakes. Sponsor and the Sweepstakes Parties are not responsible or liable for any events which may cause errors and/or the Sweepstakes to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, mobile equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to Entrant's or any other person's computer or mobile device relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor and the Sweepstakes Parties are not responsible for computer, mobile, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Sweepstakes, the processing of entries, or in any other Sweepstakes-related materials. The Sponsor and Sweepstakes Parties may stop you from participating in this Sweepstakes if you violate the Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other Entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 3.

**12. CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT AND/OR WINNER (OR THEIR PARENT(S)/LEGAL GUARDIAN(S))**

**IF ENTRANT/WINNER IS A MINOR) TO DELIBERATELY DAMAGE ANY WEB SITE, PLATFORM, APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

**13. CHOICE OF LAW AND JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrants or winners and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Colorado, without giving effect to any choice of law or conflict of law rules or provisions which might otherwise cause the application of the laws of any jurisdiction other than the state of Colorado. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the state of Colorado. Entrants and/or winners (and their parent(s)/legal guardian if Entrant/winner is a minor) hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**14. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner.

**15. WINNERS LIST:** To receive the list of winners of prizes, send a self-addressed stamped envelope for receipt by February 29, 2016 to: Seth Drehle-Ewan, 5417 SCR 3 Fort Collins, CO 80528.

**SPONSOR:** Seth Drehle-Ewan, 5417 SCR 3 Fort Collins, CO 80528