



**MOPHIE #StayPowerful CONTEST 2016-2017
OFFICIAL RULES**

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

1. **CONTEST PERIOD:** The MOPHIE #StayPowerful CONTEST (the “Contest”) begins on **December 6, 2016 at 12:00 a.m. Pacific Daylight Time (PDT)** and ends on **January 31, 2017 at 11:59 p.m. PDT (“Contest Period”)** with entry opportunities and prizes as detailed herein. Entries must be shared/posted, submitted, and received within the Contest Period to be valid and eligible for the Contest. Sponsor’s computer system is the official time-keeping device for the Contest.
2. **ELIGIBILITY:** Entry in the Contest is open only to legal residents of the United States who (i) are at least eighteen (18) years of age, (ii) have a valid public Instagram and/or Twitter account or enter through the mophie website, and (iii) have a valid personal e-mail account.

Employees of mophie llc (“mophie” or “Sponsor”) and its subsidiaries, affiliates, sales representatives, advertising, promotion, and fulfillment agencies, directors, officers, and contractors (“Contest Entities”), and each of their immediate family members and persons living in their same household are not eligible. Individuals who previously won a prize from Sponsor in any contest or sweepstakes during the previous one (1) year period are ineligible to enter the Contest. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram or Twitter. Entrant understands that he/she is providing his/her information to Sponsor and not to Instagram or Twitter.

3. **HOW TO ENTER:** During the Contest Period, you (“Entrant”) may enter the Contest by posting/submitting your entry via Instagram or Twitter or by uploading your entry using the mophie website as specified below. Data and message rates may apply. Be sure to consult your wireless provider. Sponsor is not responsible for any charges wireless service providers may charge Entrant.

METHOD OF ENTRY: There will be three methods of entry for this Contest. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE’S CHANCES OF WINNING. During the Contest Period, Entrants may enter through Instagram, Twitter, or through the mophie website.

A. Instagram Entry. To enter the Contest through Instagram:

- (i) Your Instagram profile must be set to “public” for the duration of the Contest Period to be eligible.
- (ii) Follow @mophie from your Instagram account.
- (iii) Tag @mophie in a picture that shows/displays how mophie helped you “stay powerful”, and use the following hashtags: #StayPowerful and #mophieContest.
- (iv) Share/submit your Entry.

- (v) Upon successfully sharing your photo, you will automatically receive one (1) entry into the Contest.
- (vi) Internet access and usage charges imposed by your service provider may apply.
- (vii) All access and use of Instagram must be in accordance with the terms and conditions of the Instagram Terms of Use found at <http://instagram.com/legal/terms>.

B. Twitter Entry. To enter the Contest through Twitter:

- (i) Your Twitter account must be set to “public” for the duration of the Contest Period to be eligible.
- (ii) Follow @mophie on Twitter.
- (iii) Tweet a picture that shows/displays how mophie helped you “stay powerful”. In the tweet, include @mophie and use the following hashtags: #StayPowerful and #mophieContest.
- (iv) Upon successfully sharing your photo, you will automatically receive one (1) entry into the Contest.
- (v) All access and use of Twitter must be in accordance with the terms and conditions of Twitter’s Terms of Service found at <https://twitter.com/tos>.

C. mophie Website Entry. To enter the Contest through the mophie website:

- (i) Go to the www.mophie.com/staypowerful website.
- (ii) Click on the “Upload Now” button.
- (iii) Upload and submit a picture that shows/displays how mophie helped you “stay powerful”.
- (iv) Upon submission, you will automatically receive one (1) entry into the Contest.
- (v) All access and use of mophie.com must be in accordance with the terms and conditions found at <http://www.mophie.com/terms-conditions>.

D. Additional Requirements. Please also note the following important entry requirements:

- (i) All Entries will be declared made by the authorized account holder of the e-mail address registered to the Instagram/Twitter account that submitted the entry, or to the email address provided when uploading through the mophie website, and he/she must comply with these Official Rules.
- (ii) Entries generated by script, macro, mechanical, or other automated means or by any means which subvert the entry process are void.
- (iii) The Entries must not contain viruses, Trojan horses, worms, bots, spyware, or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data, or information.
- (iv) Any entry deemed inappropriate or unsuitable, in Sponsor’s sole discretion, will be disqualified. Entries must be the original work of the Entrants and must not have been previously published elsewhere or entered in another contest or sweepstakes. If you are posting/submitting an image/photograph, you confirm that it is original, violates no copyright laws, and that you have appropriate permission to use it.
- (v) If applicable, Entrant must have permission from all identifiable individuals who appear in the image/photograph to use their likeness in the image/photograph and to grant the rights set forth in these Official Rules. If requested, Entrant must be able to provide such permissions in a form acceptable to Sponsor.
- (vi) By entering the Contest, each Entrant agrees that all rights to his/her entry, regardless of whether or not it is selected as the winning entry, including but not limited to copyright and ownership, become the property of Sponsor and will not be returned.

Sponsor shall have the exclusive right to use, reproduce, license, transfer, or modify any entry for any purpose, including without limitation television commercials, online commercials, print advertising, and collateral and other marketing items as Sponsor deems fit in its sole discretion. If requested, Entrant will within seven (7) days provide a signed release or other documentation in a form to be provided by Sponsor that Sponsor deems to be required for Sponsor or its designees to make use of the rights Entrant is granting to use the entry.

- (vii) Entries *must not* (a) contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement; (b) disparage Sponsor or any other person or party affiliated with the promotion and administration of this Contest; (c) contain material not created by Entrant; (d) contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous; (e) contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; or (f) contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where the entry is created.

ENTRY LIMIT: Entrants may enter multiple times, as long as each Entry is unique and not a duplicate of another Entry by that Entrant. Multiple Entrants are not permitted to share the same e-mail, Instagram or Twitter account. Any Entrant who violates any of these Official Rules during the Contest Period may be disqualified.

4. **PRIZE, WINNER SELECTION, AND ODDS OF WINNING:**

PRIZE JUDGING: One (1) or more representative(s) of **mophie** (the “**Judges**”) will select a winner each week (see Contest Winner Selection Dates below) in Tustin, CA from all eligible entries based on the Judging Criteria described below. Odds of winning the Contest depend on the total number of eligible Contest Entries received. Judging will be conducted by One (1) or more representative(s) of mophie based on the following criteria: 40% Relevancy of caption and 60% photo composition. In the event of a tie score, Sponsor will follow the tie-breaking procedures. Non-winning Entries will not carry forward to or be included in any subsequent Contest or prize drawings of Sponsor.

- A. Judging Criteria: Entries will be judged by a panel of judges. The winner will be chosen based on the following criteria:

Criteria	Description	Weight
<u>Relevancy to a mophie product saving a situation</u>	How well does the photo depict a mophie product helped you stay powerful?	40%
<u>Photo Composition</u>	Is the photo composition visually appealing and interesting?	60%

- B. Tied Scores: In the event of a tied score, the Entry receiving the highest score in the category of Relevancy to a mophie product helped you stay powerful will be deemed the winner of the tie. In the event of a tie including Relevancy to a mophie product saving a situation, the entry receiving the highest score in the category of Relevancy to the storyline will be deemed the winner of the tie. In the event of a tie including Relevancy to the

storyline, the entry receiving the highest score in the category of Photo Composition will be deemed the winner of the tie. In the event that there is a tie in all categories, Sponsor may, at its discretion, request additional consideration by the judging panel.

Contest Winner Selection Dates

Contest Week Entry Period	Prize Winner Notified
Monday, December 5, 2016 at 12:00 a.m. PST through Sunday, December 11, 2016 at 11:59 p.m. PST	Tuesday, December 13, 2016 by 12:00 p.m. PST
Monday, December 12, 2016 at 12:00 a.m. PST through Sunday, December 18, 2016 at 11:59 p.m. PST	Tuesday, December 20, 2016 by 12:00 p.m. PST
Monday, December 19, 2016 at 12:00 a.m. PST through Sunday, December 25, 2016 at 11:59 p.m. PST	Tuesday, December 27, 2016 by 12:00 p.m. PST
Monday, December 26, 2015 at 12:00 a.m. PST through Sunday, January 1, 2017 at 11:59 p.m. PST	Tuesday, January 3, 2017 by 12:00 p.m. PST
Monday, January 2, 2017 at 12:00 a.m. PST through Sunday, January 8, 2017 at 11:59 p.m. PST	Tuesday, January 10, 2017 by 12:00 p.m. PST
Monday, January 9, 2017 at 12:00 a.m. PST through Sunday, January 15, 2017 at 11:59 p.m. PST	Tuesday, January 17, 2017 by 12:00 p.m. PST
Monday, January 16, 2017 at 12:00 a.m. PST through Sunday, January 22, 2017 at 11:59 p.m. PST	Tuesday, January 24, 2017 by 12:00 p.m. PST
Monday, January 23, 2017 at 12:00 a.m. PST through Sunday, January 29, 2017 at 11:59 p.m. PST	Tuesday, January 31, 2017 by 12:00 p.m. PST

PRIZE DETAILS:

- PRIZES:** One (1) prize (the “Prize”) will be awarded in this Contest at the end of each week as described in Contest Winner Selection Dates chart above and will consist of a \$200 product credit for use on mophie.com. The Prize will have a total Approximate Retail Value of two hundred U.S. Dollars (\$200.00 USD). The Prize is not redeemable for cash or substitution. All expenses and taxes related to the Prize, including federal, state and local taxes, are the sole responsibility of winner.

The Internal Revenue Service (“IRS”) requires Form 1099-MISC to be issued and filed for each Prize recipient who received a prize/award if the annual aggregate is at least Six Hundred U.S. Dollars (\$600.00 USD) or more. Winners who are USA residents must complete and submit an IRS W-9 form to receive any prize. The Prize recipient is responsible for any income tax liability and should consult his/her tax advisor and/or independent counsel regarding prize winnings and for the proper tax treatment of this income on his/her tax return.

Sponsor is not responsible for any cancellations, delays, diversions, substitutions, or any act or omission of any entity or person providing any services in fulfilling the prize awarded. Winner hereby releases Sponsor from any liability for any harm, injury, or loss that may be suffered by the Winner as a result of participation in the Prize. Entrants hereby acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize manufacturer that may be sent along with a prize. PRIZES WILL BE ACCEPTED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND

ARE NON-TRANSFERABLE, AND NO SUBSTITUTION OR CASH EQUIVALENT IS ALLOWED, EXCEPT AT THE DISCRETION OF THE SPONSOR. Sponsor will not replace any lost or stolen prize element. Any depiction of prize in promotional materials is for illustrative purposes only. Prizes will only be awarded in the name of the Winner. Decisions of the Sponsor are final in all respects of the Contest. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

5. **NOTIFICATION OF WINNER:** The potential winner will be notified on or after the Contest Winner Selection Date and time listed above, as follows, depending on the method of entry:

INSTAGRAM ENTRY: The potential winner will receive a direct post/message from @mophie sent through Instagram to the Instagram account used to enter the Contest. The winner must respond to mophie at the e-mail address provided in the notification **WITHIN TWENTY FOUR (24) HOURS** from the time said award notification was sent, or the Prize will be forfeited.

TWITTER ENTRY: The potential winner will receive a direct message from @mophie sent through Twitter to the Twitter account used to enter the Contest. In order to receive the direct message, the winner's account settings must be set to "unprotected" and/or "public." The winner will be required to respond to the direct message **WITHIN TWENTY FOUR (24) HOURS** and follow the Prize claim instructions as directed, or the Prize will be forfeited.

MOPHIE WEBSITE ENTRY: The potential winner will receive an email from mophie at the email address used to enter the Contest. The winner will be required to respond to the email **WITHIN TWENTY FOUR (24) HOURS** and follow the Prize claim instructions as directed, or the Prize will be forfeited.

The Prize will be awarded only to a Prize Winner who has presented his or her own positive, government-issued identification and who has signed/acknowledged and returned applicable tax forms, an Affidavit of Eligibility, Release of Liability and (where legal) Publicity Release to Sponsor within **twenty four (24) hours** from the notification date. If a potential winner cannot be contacted; is ineligible; fails to claim a Prize; where applicable, fails to timely execute and deliver to Sponsor an appropriate tax form, Affidavit of Eligibility, Release of Liability and/or Publicity Release that is complete and unmodified; if a Prize is returned as undeliverable; or if the potential winner fails to comply with any of the terms of these Official Rules; the potential winner may be disqualified, the Prize will be deemed forfeited and, at Sponsor's sole discretion, the Prize may be awarded to an alternate winner selected from among all remaining valid, eligible entries received. Each potential winner may be required to show proof of being the Authorized Account Holder. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder of the e-mail account specified in the entry. **"Authorized Account Holder"** is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor is not responsible for the failure of any communication, including without limitation, winner notifications via e-mail or Instagram that are the result of technical, system, or transmission errors. Sponsor may cancel, modify, or suspend the Contest based upon any such error without liability at Sponsor's sole discretion.

The Internal Revenue Service ("IRS") requires Form 1099-MISC to be issued and filed for each Prize recipient who receives a prize/award if the annual aggregate is Six Hundred U.S. Dollars (\$600.00 USD) or more. Winner must complete and submit an IRS W-9 form to receive

any prize. The Prize Winner is responsible for any income tax liability and should consult his/her tax advisor and/or independent counsel regarding prize winnings and for the proper tax treatment of this income on his/her tax return.

6. **DELIVERY OF PRIZE:** The Prize may be claimed by the Prize Winner: (i) at a location to be designated by Sponsor; or, at the Prize winner's option, (ii) via shipment to a valid address specified by the Prize Winner. Winning the Prize is contingent upon fulfilling all requirements set forth herein.
7. **GENERAL RULES:** By entering or participating in the Contest, Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects relative to the Contest. Contest Entities are not responsible for any incorrect or inaccurate information or technical failures of any kind; or for any claims, injuries, losses, or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of the Prize; participation in this Contest or in any activity or travel related thereto or from any interaction with computer Contest information. Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Contest.
8. **RELEASE AND INDEMNITY:** By entering the Contest, each Entrant agrees to defend, indemnify, release, and hold the Contest Entities, Instagram, and Twitter (collectively, the "**Released Parties**") harmless from and against any and all losses, demands, damages, rights, claims, injuries, actions, and liabilities of any kind arising out of or related to (i) Entrant's participation in the Contest or (ii) Entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Entrants assume all liability for any injury, death, or damage caused, or allegedly caused, in whole or in part, by participating in this Contest, or by the receipt, use, or redemption of the Prize.
9. **LIMITATION OF LIABILITY:** Sponsor assumes no responsibility for 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. Sponsor is not responsible for problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers' computer equipment, software, failure of any e-mail to be received by the Sponsor on account of technical problems 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 related to or resulting from participation or downloading any materials in this Contest. Under no circumstances will Sponsor award more prizes than the prizes set forth above. In the event that any erroneous duplicative awarding of prizes occurs, the error shall be corrected and the prize awarded to the proper winner based on the criteria set forth above. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal challenges, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Contest, and to cancel, terminate, modify, or suspend the Contest. Any disputes relating to this Contest or any prizes awarded in connection with the Contest shall be resolved individually without any resort to any form of class action, and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest. Under no circumstances shall any Entrant be permitted to obtain

awards for other damages or have damages multiplied or otherwise increased. SOME JURISDICTIONS MAY PROHIBIT OR LIMIT EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

10. **GOVERNING LAW; JURISDICTION:** This Contest and Official Rules are governed in all respects by the laws of the United States and the State of California without regard to the conflicts of laws principles of any jurisdiction. Any action, suit, or case arising out of, or in connection with, this Contest or these Official Rules must be brought in either the federal or state courts located in Orange County, California.
11. **USE OF PERSONAL DATA:** When an Entrant post/submits/shares/tweets an entry in the Contest, Entrant may be requested by Sponsor to provide certain personal information, including but not limited to, Entrant's first and last name, physical mailing address, e-mail address, and account name, in accordance with Sponsor's privacy policy. Please review the Sponsor's privacy policy at <http://www.mophie.com/privacy-policy>. Entrants will be providing information to Sponsor, not to Instagram or Twitter.
12. **PUBLICITY:** As a condition of entry into the Contest, except where prohibited by law, each Entrant by entering, and the winner by accepting the Prize, grants to the Contest Entities a nonexclusive, perpetual, worldwide, irrevocable, fully paid-up, royalty-free, fully sublicenseable and transferable license and right to publicize, distribute, make derivative works of, broadcast, display and/or otherwise use the Contest Entrant's name, likeness, entry, nickname, user name, Instagram/Twitter user name, city, state and/or biographical material (collectively, "**Personal Data**"), in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission, or approval.
13. **OFFICIAL RULES/WINNER'S LIST REQUESTS:** To obtain a copy of these Official Rules or name of winner, available for a period of thirty (30) days after the end of the Contest Period, visit www.mophie.com or send a self-addressed stamped envelope to: **MOPHIE #STAYPOWERFUL CONTEST 2016-2017 Official Rules/Winners List Request**, 15101 Red Hill Avenue, Tustin, California 92780.
14. **SPONSOR:** This Contest is sponsored by mophie llc, 6244 Technology Avenue, Kalamazoo, Michigan 49009, USA.
15. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy, or terms of use on the Website, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

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