

EBAY CLEAN UP, CASH IN GAME
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.

VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

The eBay Clean Up, Cash In Game (“Sweepstakes”) is sponsored by eBay Inc. (“Sponsor”), 2065 Hamilton Ave., San Jose, CA 95125, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

1. **SWEEPSTAKES TIMING:** The Sweepstakes begins on April 7, 2017 at 12:00 PM Pacific Time (“PT”) and ends on May 8, 2017 at 11:59:59 PM PT (“Sweepstakes Period”). The Sweepstakes includes the following five (5) entry periods (each an “Entry Period”):

Entry Period	Start Date (at 12 AM PT, except for Entry Period 1)	End Date (at 11:59:59 PM PT)	Drawing Date
1	4/7/17 at 12 PM PT	4/13/17	4/14/17
2	4/14/17	4/20/17	4/21/17
3	4/21/17	4/27/17	4/28/17
4	4/28/17	5/4/17	5/5/17
5	5/5/17	5/8/17	5/9/17

Non-winning entries will carry forward into subsequent Entry Periods. The Administrator’s computer is the official Sweepstakes clock.

2. **ELIGIBILITY:** The Sweepstakes is offered only to legal residents of the 50 United States and the District of Columbia who are at least eighteen (18) years of age at time of entry. Employees of Sponsor and their respective immediate family members (*i.e.*, spouse, parent, child, sibling and the “steps” of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. Void in Puerto Rico, all United States Territories and Possessions, overseas military installations (located outside of the 50 states of the United States and the District of Columbia), and where prohibited or restricted by law. All federal, state, and local laws apply.

For purposes of the Sweepstakes, an entrant’s residential address and e-mail address will be the physical address and e-mail address associated with entrant’s eBay account at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. **HOW TO ENTER:** During the Sweepstakes Period, an eligible entrant must visit <https://play.ebay.com/> (“Website”), log in with his/her valid eBay User ID and password, and agree to be bound by these Official Rules (if an entrant does not already have an eBay

account, the entrant may click the 'Register' tab and follow the instructions to create, at no cost, an eBay account). An entrant may then follow the instructions at the Website to play the memory game. If an entrant successfully completes the memory game (by matching all tile sets in sixty [60] seconds or less), the entrant will receive one (1) entry into the Sweepstakes. If an entrant does not successfully complete the memory game, he/she can either (a) play the memory game again until he/she successfully completes the memory game to receive one (1) entry into the Sweepstakes or (b) click "skip" below the memory game to immediately receive one (1) entry into the Sweepstakes.

Bonus Sweepstakes Entries: During the Sweepstakes Period, an entrant may receive bonus Sweepstakes entries (each a "Bonus Entry") via the following methods:

Facebook share: An entrant may follow the instructions at the Website to invite other people to participate in the Sweepstakes by posting a link to his or her own Facebook wall ("Invitation Post"). An entrant will receive one (1) Bonus Entry into the Sweepstakes when another person clicks on the link in an entrant's Invitation Post and registers for the Sweepstakes.

Twitter share: An entrant may follow the instructions at the Website to share on Twitter, after which he or she will receive one (1) Bonus Entry into the Sweepstakes.

FACEBOOK/TWITTER SHARE GUIDELINES: A Facebook or Twitter share (if entrant clicks the link to share on Facebook or Twitter, as described above) must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Facebook's Terms of Service (for Facebook shares), located at: <https://www.facebook.com/legal/terms>;
- Must adhere to Twitter's Terms of Service (for Twitter shares), located at: <https://twitter.com/tos>;
- Must not 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;
- Must not disparage Sponsor;
- Must not prominently feature, mention, refer or otherwise allude to the name, logo, or trademark of any entity, individual, product or brand except for Sponsor name where necessary or Sponsor logo and/or trademark with the direct permission of Sponsor;
- Must not include sensitive personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where posted.

NOTE: If any Facebook or Twitter share fails to comply with any of these requirements or any other provisions of these Official Rules, Sponsor reserves the right to disqualify the entrant, at its sole discretion. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. By using Facebook and/or Twitter to participate in the Sweepstakes, an entrant agrees to release Facebook and/or Twitter from any and all liability associated with entrant's participation in the Sweepstakes.

Limit: An entrant can receive no more than one (1) entry per day via playing (or skipping) the memory game at the Website and no more than ten (10) total entries (including Bonus Entries) during the entire Sweepstakes Period. A "day" is defined as starting at 12:00 AM PT and ending at 11:59:59 PM PT on a calendar day during the Sweepstakes Period, except on April 7, 2017, when a day is defined as starting at 12:00 PM PT and ending at 11:59:59 PM PT. Note: an entrant who has already received an entry on a given day may continue to play the matching game but will not receive any additional entries for successfully completing the matching game on the same day.

If it is discovered or suspected, in Sponsor's sole discretion, that an entrant has registered or attempted to obtain additional entries using multiple e-mail addresses, eBay accounts, or identities, all of that entrant's entries, in Sponsor's sole discretion, may be declared null and void and any prize(s) he/she might have been entitled to will not be awarded to him/her. Use of any automated system to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use. If an entrant uses a mobile device to participate in the Sweepstakes, data rates may apply. Entrants should consult their wireless providers' pricing plans.

4. RANDOM DRAWING: On or about each Drawing Date indicated in Section 1, the Administrator will randomly select one hundred (100) grand prize winners, one hundred (100) first prize winners, and one hundred (100) second prize winners from all eligible entries received during the applicable Entry Period ("Random Drawing"). Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Grand Prizes (500 total; 100 per Entry Period): Each grand prize winner will receive a \$50 eBay Gift Card ("Grand Prize"). Five hundred (500) Grand Prizes will be available in the Sweepstakes (one hundred [100] per Entry Period). The ARV of each Grand Prize is \$50.

B. First Prizes (500 total; 100 per Entry Period): Each first prize winner will receive a \$25 eBay Gift Card ("First Prize"). Five hundred (500) First Prizes will be available in the Sweepstakes (one hundred [100] per Entry Period). The ARV of each First Prize is \$25.

C. Second Prizes (500 total; 100 per Entry Period): Each second prize winner will receive a \$10 eBay Gift Card ("Second Prize"). Five hundred (500) Second Prizes will be available in the Sweepstakes (one hundred [100] per Entry Period). The ARV of each Second Prize is \$10.

D. Total ARV: The total ARV of all available Prizes in the Sweepstakes is \$42,500.

- E. Odds of Winning:** The odds of winning a Prize depend on the total number of eligible entries received during each Entry Period.
- F. General:** Limit of one (1) Prize per household. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. eBay Gift Cards are subject to all terms and conditions printed and/or included thereon. The use of an eBay Gift Card constitutes the user's acceptance of the terms and conditions so winners should read the terms and conditions on the eBay Gift Card carefully. Winners must protect the eBay Gift Card and treat the eBay Gift Card as they would any other valuable document. No eBay Gift Card will be redeemed or exchanged for cash, except where required by law. No eBay Gift Card will be replaced or replenished if it lost, stolen, damaged, destroyed or used without a winner's permission, and will be voided if altered or defaced.
- 6. HOW TO CLAIM A PRIZE:** Following each Random Drawing, each winner will receive an e-mail at the e-mail address associated with winner's eBay User ID account that includes a winner notification message and a code for the Grand, First, or Second Prize eBay Gift Card. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Approximate retail values are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each Prize will only be awarded to a verified winner.
- 7. LIMITATION OF LIABILITY:** Employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents ("Sweepstakes Entities") are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Sweepstakes Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s) or Website. The Sweepstakes Entities are not responsible for any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel,

terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners, in a manner it deems fair and reasonable including the selection of the winners from among eligible entries received prior to such cancellation, termination, modification or suspension.

In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If, for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prizes may be awarded in a random drawing from among all verified Prize claims received for that Prize.

THE SWEEPSTAKES ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Further, the Sweepstakes Entities are not responsible for, and shall be indemnified by any winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a Prize.

Entries that are forged or are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, shall be disqualified and void. Sweepstakes Entities shall not be responsible or liable for entries that are late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Sweepstakes Entities in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Sweepstakes Entities, and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Sweepstakes, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any

Sweepstakes materials, (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, 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 any of the Sweepstakes Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any other website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Sweepstakes Entities or by an entrant, (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related page or websites, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sweepstakes Entities, or any of their agents or employees, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor or their designees, or (q) the negligence or willful misconduct by entrant. Any and all activities related to a Prize, are at the winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL SOLELY BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR ELECTIVE MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH JAMS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF A SINGLE ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF**

THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Sweepstakes Entities and/or any other party shall be resolved individually, without resort to any form of class action. Each entrant hereby irrevocably and unconditionally waives his or her right to a jury trial.

- 9. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be collected by Sponsor or its agent(s) and used by Sponsor, its affiliates, agents, and marketers in accordance with Sponsor's Privacy Policy as stated at <http://pages.eBay.com/help/policies/privacy-policy.html>.
- 10. PUBLICITY RIGHTS:** By entering the Sweepstakes and/or accepting a Prize, entrants agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address associated with the eBay User ID associated with such 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) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to show proof of being the Authorized Account Holder. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor and Administrator reserve the right to disqualify any individual found, in their sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All

entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of the names of the winners, mail a self-addressed, stamped business size envelope to: eBay Clean Up, Cash In Game Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Vermont residents may omit return postage. Requests must be received by July 7, 2017.

Customer service inquiries may be made at [Contact Us](#).

Sponsor: eBay Inc., 2065 Hamilton Avenue, San Jose, CA 95125.

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