

Survey Sweepstakes (“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 by law. This Sweepstakes is intended for participation in the United States. Do not enter if you are not eligible and located in the U.S. at the time of entry.

This is a closed Sweepstakes open only to individuals that receive an authorized survey invitation from Sponsor (defined below).

Important: Please read these official rules (“Official Rules”), which are a contract, carefully before entering. Without limitation, this contract includes agreement to arbitrate disputes, indemnities to the sponsor from you and a limitation of your rights and remedies. By participating, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements.

1. ELIGIBILITY: The Sweepstakes is open to legal residents of any one (1) of the fifty (50) United States and the District of Columbia (the “**Territory**”) who are at least eighteen (18) and the age of majority under applicable law in their state or jurisdiction of primary residence at the time of entry who receive a Survey Invitation (defined below) from Sponsor. Employees, contractors, directors, officers, and agents of Auctane, Inc. (“**Sponsor**”) and its parent, affiliates, subsidiaries, distributors, sales representatives, agents, brokers and advertising, promotion and other agencies and all other service agencies involved with the Sweepstakes (collectively the “**Released Parties**”), and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such individual (whether or not related) are not eligible to enter or win.

This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’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.

2. SPONSOR: Auctane, Inc., 4301 Bull Creek Rd, Suite 300, Austin, TX 78731. Any reference to third parties in connection with prizes, third-party websites, or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.

3. HOW TO ENTER: During the Sweepstakes Entry Period, Sponsor will send or display invitations via email or other methods (“**Survey Invitations**”) to select individuals to participate in a survey (“**Survey**”) on a designated website (the “**Sweepstakes Site**”). The Sweepstakes begins at the time Sponsor sends or displays the Survey Invitations and ends at the date and time set forth in the Survey Invitation (“**Sweepstakes Entry Period**”). To enter, eligible participants must click the link or otherwise follow the instructions contained in the Survey Invitation and then follow the on-screen links and instructions on the Sweepstakes Site to complete and submit the survey during the Sweepstakes Entry Period. By completing the survey (including all required responses and information) and submitting any other required information, such as valid contact information like an email address (if required) by the end of the Sweepstakes Entry Period, an eligible participant will receive one (1) entry into the Sweepstakes. An eligible participant must complete all survey questions to earn an entry in the Sweepstakes, but substantive survey responses will not affect such participant’s chances of winning a prize. For purposes of

the Sweepstakes, an entry is received only when the Sweepstakes Site's servers record the submission of an entrant's completed survey with all required information. Limit: One (1) entry into the Sweepstakes per Survey Invitation recipient during the Sweepstakes Entry Period.

Eligibility for those who receive a Survey Invitation will be determined in Sponsor's sole discretion. Even if you receive a Survey Invitation, you must confirm that you meet all eligibility requirements; receipt of a Survey Invitation does not guarantee that you are eligible to participate in the Sweepstakes. Individuals who do not follow all the instructions, provide the required information in their registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Other entry methods than those outlined above are void and will not receive entry.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Multiple entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the Authorized Account Holder with said e-mail account in Sponsor's systems 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 by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the Authorized Account Holder.

Proof of submitting a Survey or entry (such as, without limitation, a printed, saved or copied automated receipt confirming submission or a "thanks for entering" screen or message) does not constitute proof of actual receiving of an entry for purposes of the Sweepstakes. Survey responses and entries may not be acknowledged or returned and Sponsor will own all Survey responses. The Sweepstakes Site's database clock will be the official timekeeper for entry into the Sweepstakes. Those who do not provide the required responses or entry information in their entry Survey or abide by these Official Rules and other instructions of Sponsor and its representatives may, in Sponsor's sole discretion, be disqualified and the associated entry void. Attempts made by a participant to submit entries in excess of any limit or otherwise in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified. Purported entries that are forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, unintelligible, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made on a participant's behalf by any other individual (except as otherwise set out herein), made by any entity or group, or originating at any website or online service other than the Sweepstakes Site, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disqualified for the Sweepstakes. As a condition of entering the Sweepstakes, without limiting any other provision in these Official Rules, each entrant gives consent for Sponsor and its agents to obtain and deliver his or her name, address, and other information and content to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules.

4. **PRIZES, ODDS & APPROXIMATE RETAIL VALUE ("ARV"):** Prize(s) will consist of an e-gift. Each winner will receive one (1) gift card. The number of gift cards awarded and the denomination of each gift card will be set forth in the Survey Invitation. Gift cards are subject to the terms and conditions set forth

by issuer, including any expiration dates. Odds of winning depend upon the number of eligible entries received. ARV of all prizes is set forth in the Survey Invitation.

All prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. All taxes (federal, state, and local, to the extent applicable), as well as any expenses not specified in these Official Rules as being provided as part of the prize, are the sole responsibility of winner. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen prize, or any prize that is undeliverable or does not reach a winner because of incorrect or changed contact information. If winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of a prize, except with Sponsor's permission, which may be granted or withheld for any reason in its sole discretion. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prizes will be awarded. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim a prize.

5. **RELEASE:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Released Parties, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) 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.

6. **WINNER SELECTION/NOTIFICATION:** The winner(s) of the prize(s) detailed in the "Prizes, Odds, & Approximate Retail Value" section above will be selected in a random drawing from among all eligible entries received, subject to verification. The drawing will be held on or about two (2) business days after the end of the Sweepstakes Period. Within approximately two (2) business after the selection of the potential winner(s), Sponsor or its designee will attempt to notify the potential winner(s) that they may have won a prize by email or using other contact information provided for entry in Sponsor's sole discretion. In addition, a potential winner's name and his or her city and state or other general information may be posted on a Sponsor web site or elsewhere publicly in Sponsor's sole discretion. Prize or prize elements will be emailed to the email address associated with the Survey response. If any prize, prize notification, or Sweepstakes-related communication is rejected, faulty, or undeliverable; if potential winner does not respond according to the notification's or Sponsor's instructions; or if winner or potential winner fails to comply with these Official Rules, the prize may, in Sponsor's sole discretion, be forfeited and an alternate winner may be selected (time permitting) based on the original method of winner selection or other method that is fair in Sponsor's sole discretion. Sponsor is not obligated to pursue more than three (3) alternate winners for any prize for any reason, in which case such prize may go unawarded. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential winner, if any. If a prize is legitimately claimed,

it will be awarded. Upon prize forfeiture or inability to use a prize or portion thereof, no compensation will be given and Sponsor will have no responsibility or liability to that participant. To claim a prize, winner must follow the directions in his or her notification. Failure to comply with these requirements, Sponsor's or its representative's instructions, or these Official Rules may, in Sponsor's sole discretion, result in disqualification from the Sweepstakes and forfeiture of any prize potentially won. Decisions of the Sponsor are final on all matters relating to the Sweepstakes, including interpretation of these Official Rules, determining the winner(s), and awarding of the prize(s).

7. LIMITATION OF LIABILITY: Each entrant agrees to release, hold harmless, and indemnify each of the released parties from and against any liability whatsoever for injuries or damages of any kind sustained in connection with the acceptance, use, misuse, or awarding of the prize or while preparing for, participating in, and/or traveling to or from any prize- or Sweepstakes-related activity including, without limitation, any injury, damage, loss, death or accident to person or property. Each winner agrees that the prize is provided as-is without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose.

Each entrant understands and agrees that all rights under section 1542 of the Civil Code of California and any similar law of any eligible jurisdiction are hereby expressly waived by him/her. Section 1542 reads as follows:

“Certain claims not affected by a general release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

8. ADDITIONAL DISCLAIMERS: Released Parties are not responsible and/or liable for any of the following, whether caused by a Released Party, the entrant, or by human error: entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of any stated limit; any lost, late, incomplete, illegible, unintelligible, garbled, mutilated, or misdirected entries, email, mail, or Sweepstakes-related correspondence or materials or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; errors, typos, or misprints in these Official Rules or the Survey Invitation, in any Sweepstakes-related advertisements, or other materials; failures of electronic equipment, computer hardware, or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information. Released Parties are not responsible for electronic communications that are undeliverable or do not reach entrant as a result of any form of active or passive filtering of any kind, or insufficient space in a participant's email account to receive email messages. Released Parties are not responsible, and may disqualify you, if your email address or other contact information does not work or is changed without prior written notice to Sponsor. Without limiting any other provision in these Official Rules, 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 in the event that any of the Sweepstakes activities or Released Parties' operations or activities are affected, as determined by Sponsor in its sole discretion, including, without limitation, 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, war (declared or undeclared), fire, flood, pandemic, 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 law, rule, regulation, order or other action adopted or taken by any governmental, federal, state, or local government authority, or any other cause, whether or not specifically mentioned above.

9. GENERAL RULES: By entering the Sweepstakes (except where prohibited by law), each entrant grants the Released Parties the irrevocable, sublicensable, absolute right and permission to use, publish, post, or display his or her name, Survey responses, photograph, likeness, voice, prize information, biographical information, Survey responses, any quotes attributable to him or her, any other indicia of persona, and any information contained in or submitted as part of his or her entry (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Released Parties' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time, and without notice, review, or approval and each entrant releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted in these rules and winner waives any right to inspect or approve any such use.

Sponsor's decisions will be final in all matters relating to this Sweepstakes, including interpretation of these Official Rules, determination of any winner, and awarding of any prize. All participants, as a condition of entry in the Sweepstakes, agree to be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Participants further agree to not damage or cause interruption of the Sweepstakes and/or prevent others from using the Sweepstakes Site. Sponsor reserves the right to restrict or void online entries or participation from any IP address if any suspicious entry and/or participation is detected. Sponsor reserves the right, in its sole discretion, to void entries of any entrants who Sponsor believes have attempted to tamper with or impair the administration, security, fairness, or proper play of the Sweepstakes. Sponsor's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event there is an alleged or actual ambiguity, discrepancy, or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, the Survey Invitation, and/or these Official Rules (including any alleged discrepancy in these Official Rules), it will be resolved by Sponsor in its sole discretion. Entrants waive any right to claim ambiguity in any Sweepstakes materials, Survey Invitation, or these Official Rules. If Sponsor determines, at any time and in its sole discretion, that a winner or potential winner is disqualified, ineligible, in violation of these Official Rules, or engaging in behavior that Sponsor deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will 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 Official Rules will otherwise remain in effect and will be construed in accordance with their collective terms as if the invalid or illegal provision were not contained herein. If the Sweepstakes is not capable of running as planned for any reason, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes

and award the prize from eligible entries received prior to cancellation, modification, or suspension or as otherwise deemed fair and appropriate by Sponsor. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law. In the event of a dispute concerning who submitted an entry/Survey, the participant will be declared to be the natural person who was the intended recipient of the Survey. If a dispute cannot be resolved to Sponsor's satisfaction, in its sole discretion, the entry will be deemed ineligible. Caution: Any attempt to damage any online service or website or to undermine the legitimate operation of a sweepstakes violates criminal and civil laws. If such an attempt is made, sponsor may disqualify any participant making such attempt and may seek damages to the fullest extent permitted by law.

10. GOVERNING LAW/DISPUTES/ARBITRATION:

A. These Official Rules and your participation in the Sweepstakes are governed by, construed and enforced in accordance with the laws of the State of Texas, excluding its conflict of laws principles. To the extent that any dispute between you and Sponsor arises from these Official Rules or your participation in the Sweepstakes, the arbitration proceedings will be governed by federal arbitration law and by the JAMS (defined below) rules.

B. Both you and Sponsor waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Both you and Sponsor waive the right to participate in a class, consolidated, representative, collective, or private attorney general action related any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS rules to the contrary, the arbitrator will not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding (except to the extent explicitly set forth in subsection D of this section, below).

C. Except for disputes relating to the infringement of your or Sponsor's intellectual property (such as trademarks, trade dress, copyright and patents) or where Sponsor is seeking injunctive relief (the "**Excluded Disputes**"), you and Sponsor each agree to finally settle all disputes (including, without limitation, disputes related to the enforceability of this arbitration agreement) only through arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to these Terms or your use of the Services (including purchasing products or services through the Services) will be resolved solely by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules & Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within thirty (30) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. If an in-person hearing is required, then it will take place in Austin, Texas or – if required by the JAMS rules (or the rules of any alternate arbitration service used by the parties) – in or near your county of residence. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for

any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, or for any Excluded Disputes, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in Travis County, Texas. Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative and arbitrator's fees charged to you by JAMS (or an alternate arbitration service) as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you as compared to litigation. Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the Sweepstakes or any other property of Sponsor (provided that nothing in these Official Rules will restrain a California resident's right (if any) under applicable law to seek public injunctive relief in accordance with this dispute-resolution provision).

D. You and Sponsor agree that JAMS Mass Arbitration Procedures and Guidelines ("**Mass Arbitration Procedures**") will be applied to any arbitration to the extent applicable by their own terms, provided that – if the Mass Arbitration Procedures do not apply for any reason – the following provision will govern to the extent applicable: In the event that there are seventy-five (75) or more individual requests for arbitration of a similar nature filed against Sponsor within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "Batch Arbitration"). You and Sponsor agree (a) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (b) that requests for arbitration are of a "similar nature" if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision will in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Official Rules, you either (a) acknowledge and agree that you have read and understand the rules of JAMS or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

If any portion of these Official Rules is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, (a) such portion shall be modified to the least extent necessary to render it valid and consistent with applicable law, (b) such invalidity shall not affect the enforceability of any other portion of these Official Rules, and (c) the remainder of these Official Rules shall continue in full force and effect. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials (including any FAQs or participation instructions) and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

11. ENTRANT'S PERSONAL INFORMATION: Please see the privacy policy located at <https://auctane.com/legal/privacy-policy/> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winners' list.

12. WINNERS' LIST/OFFICIAL RULES: For information about who won in a ShipStation sweepstakes, send an email to **support@shipstation.com** with the subject line "Survey Sweepstakes Winners." For information about who won in a Stamps.com sweepstakes, send an email to **support@stamps.com** with the subject line "Survey Sweepstakes Winners." For a copy of these Official Rules, print this page or send an email to **support@shipstation.com** or **support@stamps.com** with the subject line "Survey Sweepstakes Rules." Requests for winner information must be received no later than three (3) months after the end of the Sweepstakes Entry Period.