

# PIXLBANK OFFICIAL RULES

## LEGAL STUFF:

Good TRKR LLC, the owner and operator of Fotition and PixlBank (Fotition, PixlBank, we, or us) provides a fundraising platform located at PixlBank.com (the Site) that allows influencers (Influencers) to launch campaigns (Campaigns) and offer prizes (Prizes) to incentivize their fans and followers to give them a Boost by making a monetary contribution (Contribution) and to share photos to help raise money for their personal projects and/or a charity (Charity) or cause of their choice. Prizes will vary by Campaign and are selected and provided by the Influencer and/or a brand sponsor (“Prize Providers”) associated with each Campaign. Each Campaign is designed to convert actions into entries into a sweepstakes (Sweepstakes) for chances to win a Prize or Prizes. PixlBank makes it easy and fun for almost anybody (see restrictions below) to enter a Sweepstakes and have an equal chance of winning. There are lots of laws in place to protect campaign participants (Participants) and ensure everything is fair. However, our lawyers thought it would be a good idea to draft these Official Rules so that you have all the information you need before entering any of the Sweepstakes or Campaigns on the PixlBank website.

### *A few things to note:*

- You can always enter any Campaign for free by uploading and sharing a photo on social media (although we hope you’ll consider giving the Influencer a Boost).
- Certain parts of these rules are required by different laws. To make sure you notice them, we’ve used **BIG BOLD CAPITAL LETTERS** for those sections.
- These official rules apply to every sweepstakes campaign we run—but sometimes we also have extra information or requirements. In those cases, we publish extra rules on the campaign page in the prize details section. Usually those rules work with these, but occasionally, we may need to adjust some of these rules for that campaign. We’ll be sure to tell you about those changes on the campaign page.

## **OKAY, HERE ARE THE BIG, BOLD LETTERS:**

**WHEN YOU BOOST A PHOTO WITH A CASH CONTRIBUTION, WE GIVE YOU ENTRIES INTO THE DRAWING FOR THAT CAMPAIGN. CAMPAIGNS MAY ALSO INCLUDE CAMPAIGN PERKS THAT ARE GUARANTEED, IN ADDITION TO PRIZES THAT ARE REWARDED BY A RANDOM DRAWING. NO PURCHASE NECESSARY TO ENTER ANY SWEEPSTAKES.**

**VOID WHERE OTHERWISE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**

## **HOW IT WORKS.**

First, we (Good TRKR) work with awesome content creators (we call them each an “Influencer” and collectively “Influencers”). Our campaigns give Influencers a way to activate their social currency (Content) and offer prizes to motivate and activate their fans and followers who can Boost their photos with monetary Contributions for chances to win a prize. The Prizes are offered by the Influencer or a brand sponsor (Prize Providers) and are items or experiences that almost anybody (see restrictions below) can enter to win. The money raised by the Campaign goes to the Influencer or to a Charity of their choice.

The Influencer and/or a sponsoring brand may also choose to offer certain guaranteed perks and incentives (Perks). Perks are not part of the sweepstakes—they’re based on actions described on the campaign page. You don’t have to make a cash contribution to enter a sweepstakes, but if you do, we give you entries as a thank you.

## **HOW TO ENTER A SWEEPSTAKES.**

Good TRKR offers different ways to enter a sweepstakes on the PixlBank site, all of which are easy to do.

### ***Give a Boost.***

You can Boost a photo linked to a Campaign by making a monetary contribution to receive entries to win.

### ***Share a photo.***

You can upload a photo to a Campaign and share the photo using one of the options provided in order to receive FREE entries. Just go to the campaign page on [pixlbank.com](http://pixlbank.com) and scroll down the page to the “Upload a Photo” section.

### ***Get a Boost.***

When you share a photo, others can Boost your photo with a monetary Contribution. When someone Boosts your photo, you will receive entries to win.

## **ENTRY WEIGHTING.**

Equality matters to us at Good TRKR: we use a system so that entries are treated equally. If you upload and share a photo to a Campaign on PixlBank site, you automatically receive 100 entries (equivalent to the entries you get when you Boost a photo with a cash contribution of \$10). Regardless of how you enter, whether it be by Boosting a photo, uploading and sharing your own photo, or having your photo Boosted, the maximum number of entries for any one person is restricted to 1,000,000 entries per person per campaign.

## **WHO CAN ENTER A CAMPAIGN?**

We love everybody; however, some countries don't love sweepstakes. So, we have to restrict entries from those countries. This means that most campaigns are open to legal residents of the 50 United States and the District of Columbia, and most countries around the world, but they're void in all countries on the United States list of embargoed countries, as well as in countries where local laws prohibit entry into sweepstakes. We also may have to limit certain campaigns to specific countries. If we do so, we publish that in prize details section on the campaign page.

Also, to keep things fair, full-time and part-time employees of Good TRKR, PixlBank, Fotition, a Charity, or Prize Provider for the applicable campaign, and members of their household and immediate families (i.e., parents, spouses, domestic partners, siblings, and children), are not eligible to enter. Additionally, any immediate family members of the Influencer (i.e., parents, spouses, domestic partners, siblings, and children) are not eligible to enter.

Also, any individual that uses a bot, software, or any other codes, instructions or third-party software for the purpose of automatically entering into a sweepstakes (or multiple sweepstakes) or in any way that provides an unfair advantage over individuals that enter manually, will be disqualified from the sweepstakes they entered and all future sweepstakes, subject to PixlBank's sole discretion.

From time to time we may set limitations on how frequently someone can be eligible to win more than one Major or Minor prize within a specified time period. In those cases, a "Major" prize is one that has an approximate retail value of Five Hundred United States Dollars (\$500.00 USD) or more. A "Minor" prize is one that has an approximate retail value less than Five Hundred United States Dollars (\$500.00 USD).

Finally, sometimes your country may allow you to enter a sweepstakes but not allow you to receive a certain Prize. It's your responsibility to review any specific restrictions before claiming that Prize or making a cash contribution to a campaign.

In all cases, campaigns are void where prohibited by law.

## **WHEN CAN I ENTER A SWEEPSTAKES?**

The start and end date for each Sweepstakes is listed on the campaign page in the Prize Details section. Unless otherwise specified, we usually start a Sweepstakes at 12:00:01 A.M. Pacific Time ("PT") and end at 11:59:59 P.M. PT on the days specified. We call this time period the "Prize Period".

## **HOW DO I KNOW IF I WON?**

We will list the date when a Prize Drawing will occur in the Prize Details section on the Campaign page. We'll use an automated random drawing process to draw a potential winner(s) for that campaign. A confirmation process, which may include a background check, will then take place to ensure the potential winner meets the legal standards required. Winner and, if applicable, their guest(s) agree to cooperate fully with Good TRKR in conducting any background check(s), which includes providing information requested by Good TRKR, including, but not limited to, full legal names and addresses. If the Prize includes meeting a celebrity, meeting a public figure, or attending a special event and any background check indicates, in Good TRKR's sole discretion, that the potential winner or the potential winner's guest(s) pose a danger to or may harm the reputation of any person or entity involved in the sweepstakes, Good TRKR may disqualify said winner and move on to the next randomly drawn potential winner. Pending a positive outcome of the confirmation process, a Good TRKR representative will notify the potential winner via email and/or phone. The potential winner must respond within the time period designated in the notification, or Good TRKR may move on to another randomly drawn potential winner. Before confirming a potential winner as the winner, Good TRKR may require the potential winner to confirm their eligibility. Once that's done, the potential winner and guest(s) must execute and return all required documents within the time frame specified by Good TRKR. If you do not execute and return all required documents within the time frame specified by Good TRKR, you will forfeit the Prize and Good TRKR will move on to another randomly drawn potential winner.

If the prize involves travel, any travel companions are also required to sign a liability/publicity release prior to issuance of tickets. Additionally, travel companions/guests of the winner may be subject to a background check, which may impact their ability to participate in the prize.

## **WHAT ARE THE RESTRICTIONS OR CONDITIONS ON A PRIZE?**

We describe each Prize on the campaign page and in any special campaign rules, including the approximate retail value for that Prize. Look in the "Prize Details" section on the campaign page to get all of the details.

Some Prizes have extra restrictions or conditions. We post these in the specific rules for that campaign, too. For all travel Prizes, you have to travel on the dates and itinerary specified by Good TRKR and all airfare is coach class and hotel accommodations are standard class, unless otherwise specified. Any meetings with celebrities are subject to security and background checks. For international travel, you are responsible for obtaining all necessary travel authorizations, visas, or other documentation. All other expenses are your responsibility. Travel restrictions, conditions and limitations may apply. The Prize value may vary depending on point of departure, travel dates and fare/rate fluctuations. And because stuff happens, we can't be responsible for any cancellations, delays, diversions or substitutions, or any act or omission of any third person with respect to the trip. Lost or stolen tickets, travel vouchers or certificates or similar items once they are in your possession, will not be replaced. Winner and guest must travel on same itinerary. If you or your guest are, in our opinion or the opinion of our partners, obnoxious, threatening, abusive, or harassing before or during the trip or Prize, Good TRKR and

its partners reserve the right to deny or terminate the trip or Prize, in whole or in part, and move on to the next randomly drawn winner if the Prize has not yet been delivered.

Your guest must be of legal age of majority in his/her jurisdiction of residence, or your child or legal ward (unless otherwise approved by us).

If you live within a one hundred (100) mile radius of the site where the Prize is to be performed, we may provide ground transportation or a stipend for ground transportation instead.

Additionally, any and all expenses not specified in the section titled "Prize Details", including, but not limited to, checked baggage fees, meals and gratuities, are the sole responsibility of the winner and the winner's guest(s).

Unless specified otherwise in the special campaign rules, Prizes can't be transferred or substituted, except that we can substitute a Prize of equal or greater value. Unless otherwise specified in the special campaign rules, in the event that a portion of a prize goes unused, it may not be substituted, transferred, or redeemed for cash.

And you might not love taxes, but they're your responsibility and you have to pay them. We'll give you a W9 form so you can tell the IRS what you owe. All winners that receive a Prize with an approximate retail value of \$500 or more will be issued a Form 1099.

## **WINNER PROMOTION**

By accepting the Prize, you agree that we can use your name, address (city and state), photograph, voice and/or other likeness and Prize information to tell everyone how awesome the Prize was. This means we can include you in advertising and trade and promotional materials for PixlBank, in any form of media (including media that's not yet known), and that we can do so without any additional compensation. This only applies unless otherwise prohibited by law.

## **HOW WE USE YOUR INFORMATION**

We want to get to know you! And so do our Influencers, Charities, and Prize Providers. So when you enter a sweepstakes, we'll collect some information about you. Check out our privacy policy at [www.pixlbank.com/privacy-policy](http://www.pixlbank.com/privacy-policy) to see what we collect and how we use it. If you choose to enter a sweepstakes, you agree to our privacy policy. You can always choose not to enter, but then there's no chance of winning that prize you really want?

## **IS THAT ALL?**

That would be great, but our lawyers said we need to provide more! And that is why we are including the following:

- Sponsor, Prize Providers, Charities and Promotional Partners (the "Released Parties") are not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable email; 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/website/use net accessibility, availability, or traffic congestion, or any technical, 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.

- By entering sweepstakes, you agree: (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all of your rights to bring any claim, action, or proceeding against any of the Released Parties in connection with that sweepstakes; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with your participation in a sweepstakes (including any Prize).
- In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses.

## **HOW DO I KNOW SOMEONE GOT THE PRIZE?**

Just send a self-addressed stamped envelope to: PixlBank., c/o Winner List, 708 Woodrow Ave., Santa Cruz CA, 95060 no later than 30 days after the date listed in the Prize Details section of the campaign page, and we'll send you a list of the winners.

## **WHAT IF SOMETHING UPSETS ME?**

We get that things can happen and sometimes people get upset. That said, you agree that any and all disputes and disagreements between us will be governed by laws of the State of California and you will bring any claims only in the Federal and State courts located in Santa Cruz, California. You also agree that unless you are prohibited from law in doing so, you promise you will bring any and all disputes, claims and causes of action against Good TRKR LLC, Fotition, or PixlBank individually, without resort to any form of class action. Finally, unless the law prohibits you from doing so, you agree to waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and participants further waive all rights to have damages multiplied or increased.

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