

# Terms and Conditions

## ("Terms")

Last updated: October 26, 2016

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [www.Spared.com](http://www.Spared.com) website (the "Service") operated by Spared, Inc. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Spared, Inc..

Spared, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Spared, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### **Termination**

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Florida, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## Contact Us

If you have any questions about these Terms, please contact us at [support@spared.com](mailto:support@spared.com).

### oFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THE OFFICIAL RULES (“RULES”) BELOW.

AN AFFIDAVIT OF ELIGIBILITY/ PRIZE ACCEPTANCE DOCUMENTS MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION. YOU MAY OPT-OUT OF ARBITRATION BY SENDING AN EMAIL TO ADDRESS WITHIN 30 DAYS OF YOUR INITIAL PARTICIPATION IN THIS CONTEST.

SPONSOR. This contest is sponsored by Spared, Incorporated. (“Sponsor”). References to Sponsor in this Agreement shall refer solely to the company sponsoring the contest and, its parent company, affiliates, subsidiaries and respective employees, officers and directors.

**1. Eligibility.** This Sponsor Referral Contest (the “Contest”) is open to legal residents of the United States excluding residents of Rhode Island and including the District of Columbia who are at least the age of majority in their state of resident (which is eighteen (18) years of age in most states, but 19 in Nebraska and Alabama and 21 in Mississippi). Employees of Sponsor and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

**2. Agreement to Rules.**

Participation in the Contest constitutes your agreement to and

acceptance of these Rules and the decisions of the Sponsor, which are final and binding. Winning a Reward is contingent upon being and staying compliant with these Rules.

### **3. Contest Period**

The Contest begins on October 31<sup>st</sup>, 2016 at 12:00am EST and ends on TBD due to application launch date. Entries that are submitted before or after the Contest Period will be disqualified. The sponsor holds the right to end the contest early or extend the Contest based upon development of mobile application.

### **4. How to Enter**

During the Contest Period, you will have the opportunity to generate unique links to send to your family and friends (“Contacts”) that you would like to refer Sponsor to. As more and more of your referred Contacts sign-up for the Sponsor’s services, you stand to win more exciting Rewards. In order to constitute a valid referral, your Contacts must: 1) sign up for the Sponsor’s services during the Contest Period; 2) use a valid email address to sign up; and 3) not already have an account with the Sponsor. Each valid referral will be marked as an Entry in the Contest.

There is no limit to the number of referrals you may make per day for the duration of the Contest Period. All Entries become the property of Sponsor and will not be acknowledged or returned.

### **5. Rewards and Reward Levels**

On or about March 31<sup>st</sup>, 2017, Sponsor will tally the number of eligible Entries received through each referring party.

The more you refer, the higher your chances of winning our Grand Reward! At the end of the Contest Period, the person with the most number of Contacts referred that convert into eligible Entries will be selected to receive our 1<sup>st</sup> Place Grand Reward of \$1000 applied to their existing student loan debt, paid through the Spared mobile application as soon as it is launched. All prizes are contingent upon the Sponsor’s mobile application “Spared” launching to the public in early 2017. As for the remaining 9 winners and the detailed prize structure, it is as follows:

1<sup>st</sup> Place - \$1000

2<sup>nd</sup> Place - \$500

3<sup>rd</sup> Place - \$300

4<sup>th</sup> Place - \$200

5<sup>th</sup> Place - \$150

6<sup>th</sup> Place - \$125

7<sup>th</sup> Place - \$100

8<sup>th</sup> Place - \$75

9<sup>th</sup> Place - \$50

10<sup>th</sup> Place - \$25

In the event of a tie, our next metric will be total shares. The person with the most total shares will take the lead over the person they are tied with. If there is still a tie after total shares, we will count duration of sign-up period. Whoever signed up first in this case, would be the victor. Only Top 10 places pay out, regardless of a tie with referrals.

## **6. Taxation**

As in accordance with the Internal Revenue Service (“IRS”) it is our 1<sup>st</sup> place winner’s responsibility to report all winnings as taxable earnings. The Sponsor leaves all tax liabilities as a sole responsibility to the party who receives the prize.

## **7. Winner Notification**

This section is only applicable to referring parties that qualify for a Reward. Sponsor will attempt to notify the potential winner(s) via email on or about March 31st, 2017. If you are eligible for a Reward, you will be notified by email. You will be required to respond to us within five (5) days of the date of notice or attempted notice is sent, in order to claim your Reward. If you cannot be contacted, or you fail to respond appropriately within the required time period, or the Reward is returned as undeliverable, you forfeit your Reward. If you are at least eighteen

(18) but are still considered a minor in your jurisdiction of residence, Sponsor reserves the right to place the Reward in the name of your parent or legal guardian, who will be required to sign the Declaration of Claim on your behalf and fulfill any other requirements imposed on you set forth herein. Receiving a Reward of any type is contingent upon fulfilling all requirements and compliance with these Rules. In the event that a Reward recipient is disqualified for any reason, Sponsor is not obliged to provide an alternate Reward, or extend the Contest Period in any way.

## **8. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, technical problems, security malfunctions or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, Sponsor may, in its sole discretion, either: (1) suspend the Contest to address the impairment and then resume in a manner that best conforms to the spirit of these Rules; or (2) terminate the Contest and, in the event of termination, no participant shall be eligible for a Reward of any type.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Contest or to be acting in violation of these Rules or in a disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Participating individuals have been advised of the existence of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding Section 1542 of the California Civil Code, entry and participation in the Contest shall constitute a full release of liability in accordance with its terms. Each Participating party knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of these Rules and that without such waiver, Sponsor would not have accepted the entry.

## **9. Release and Limitations of Liability**

By participating in the Contest, you agree to release and hold harmless Sponsor, and each of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (together, “Released Parties”) from and against any claim or cause of action arising out of participation in the Contest or receipt of a Reward, including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, or wireless service provider; (b) unauthorized human intervention in the Contest; (c) mechanical human, printing or typographical errors; or (d) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or acceptance, receipt or misuse of any Reward you may receive. You further agree that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney’s fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

## **10. Privacy & Information Submitted**

As a condition of entering the Contest, you give consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information you provide to Sponsor may be used to communicate with you

in relation to this Contest or on a Contest Winner's list. Information submitted in connection with the Project will be treated in accordance with the Sponsor's Privacy Policy

## **11. Miscellaneous**

The invalidity or unenforceability of any provision of these Rules or the prize acceptance documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules 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 Rules will not constitute a waiver of that provision. You agree to waive any rights to claim ambiguity of these 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 Site and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

## **12. Arbitration**

These Rules shall be governed by, and construed in accordance with, the laws of Florida, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Florida. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any Reward awarded shall be resolved by binding arbitration, without resort to any form of class action, and exclusively by the appropriate court located in Florida. The parties agree to follow the arbitration procedures set forth by the American Arbitration Association (AAA) to resolve the dispute. Arbitration proceedings shall take place in the State of Florida. Each party is responsible for paying its own filing, administrative and arbitrator fees. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.