

# VEEA HOLIDAY HUNT

## OFFICIAL RULES

### NO PURCHASE NECESSARY.

**A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Veea Holiday Hunt (the "Hunt") is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico, who are at least eighteen (18) years old at the time of entry. Employees of Max<sup>2</sup> Inc., (the "Sponsor"), employees of each merchant featured in the Veea Holiday Hunt Collection (each a "Featured Merchant"), their respective parents and affiliated companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Hunt is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Agreement to Official Rules:** Participation in the Hunt 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 Hunt.

**3. Timing:** You may sign up to enter the Hunt at any time starting November 15, 2016 at 4 p.m. through November 26, 2016 at 4 p.m. (the "Sign-Up Period"). The Hunt begins on November 26, 2016 at 10 a.m. and ends at 4 p.m. (the "Hunt Period"). All times are Eastern. Sponsor's computer is the official score-keeping device for the Hunt.

**4. How to Enter:** You must be a registered user of the Veea App to participate in the Hunt. You may sign-up through the Veea App (the "App") at any time during the Sign-Up Period. The App is available for download at no charge through the Apple Store and Google Play. To enter: a) an entrant must download the App, (b) create an account on the App using a valid email address; and c) register to participate in the Hunt by completing the in-App sign-up form. You must provide all requested information on the sign-up form. By entering the Hunt you agree to receive in-App promotions from the Featured Merchants. You may opt-out of receiving these promotions following conclusion of the Hunt. Each Hunt entry must fulfill all Hunt requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor.

**5. Limitations on Entrants:** You may enter only once. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent these Official Rules. If you use fraudulent methods or otherwise attempt to circumvent the Official Rules, all of your entries may be disqualified at the sole discretion of the Sponsor.

**6. Hunt Prizes:** All entrants that accumulate at least ten (10) in-App Trophies will be eligible to participate in the drawings for a chance to win an American Express gift card. Individual drawings will be held for the following American Express gift cards: one (1) gift card with a value \$1,000, three (3) gift cards each with a value of \$500 and two (2) gift cards each with a value of \$250. Total value of gift cards is \$3,000. Gift cards are non-transferable and no substitution will be made except at the Sponsor's sole discretion. All terms of gift cards apply. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Winners will be chosen through a random drawings following the conclusion of the Hunt. Entrants may only win one gift card and only one winner per household is allowed. Drawings will be held during the post-Hunt party being held at **The Daisy, 1641 2nd Ave, New York, NY 10028. Party starts at 5:30 p.m. (EST) and ends at 6:30 p.m. (EST).**

During the Hunt Period, Trophies are earned when using the following in-App qualifying activities:

- One (1) Trophy for reporting on a Featured Merchant. Only one Trophy may be earned at any one Featured Merchant. For avoidance of doubt, multiple Trophies may be earned by performing Chip-ins from different Featured Merchants.
- One (1) Trophy creating your first Plan in the App but not subsequent Plans created;
- One (1) Trophy for creating your first personal Collection in the App but not subsequent Collections created;
- One (1) Trophy the first time you invite a friend to download the App but not subsequent invitations; and
- One (1) bonus Trophy if you unlock a hidden Trophy by reporting on a Featured Merchant at select Featured Merchants that randomly may pop-up with an alert on the App when in the proximity of such Featured Merchant. Reports from select Featured Merchants will result in two (2) Trophies.

For a reporting activity to earn a Trophy it must be made from a device (1) that has enabled the geolocation and bluetooth capabilities; and (2) that is in the close proximity of a Featured Merchant location. Featured Merchants, primarily located in the Upper East Side, are displayed in the Veea Holiday Hunt Collection of the Veea app.

**7. Winners Selection and Notification:** Drawings will be held during the post-Hunt party being held at ***The Daisy, 1641 2nd Ave, New York, NY 10028. Party starts at 5:30 p.m. (EST) and ends at 6:30 p.m. (EST).*** Winners not present for the drawing will be notified by email within approximately ten (10) days following selection of the winners. Except where prohibited, the potential winners may be required to sign and return a Declaration of Compliance, Liability and Publicity Release, that must be received by Sponsor within thirty (30) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release within the required time period, does not comply with these Official Rules, or a prize is returned as undeliverable, the potential winner may be deemed by Sponsor to have forfeited its right to the prize. Acceptance of the prize shall constitute and signify a winner's agreement and consent that Sponsor and its designees may use such winner's name, city, state, likeness, and/or prize information for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. The winner will indemnify Sponsor and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Sponsor shall have no liability for a winner's failure to receive notices due to spam, junk e-mail or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information.

**8. Odds:** The odds of winning depend on the number of eligible entries in the drawing.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Featured Merchants and their subsidiaries, affiliates, suppliers, distributors, and each such company's officers, directors, employees, shareholders and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Hunt or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Hunt, or any part of it, if any fraud, technical failures or any other factor impairs the integrity

or proper functioning of the Hunt, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries. Sponsor, in its sole discretion, reserves the right to disqualify any entrant it finds to be tampering with the operation and/or administration of the Hunt, or to be acting in violation of the terms and conditions of the App, or these Official Rules in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Hunt may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The terms and conditions of the App apply to all use of the App.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Hunt; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Hunt; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Hunt, the uploading, the processing or judging of the Hunt, the announcement of the prizes or in any Hunt-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Hunt or receipt or use or misuse of any prize. Released Parties are not responsible for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Hunt or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of New York, or the appropriate State Court located in New York County, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Hunt, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Hunt, shall be governed by, and construed in accordance with, the laws of the State of New York 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 the State of New York.

**13. Entrant's Personal Information:** Information collected from Hunt participants is subject to [the App's Privacy Policy](#)

**14. Winner List:** Drawing winners will be announced at the post-Hunt party, and also will be separately notified by email at the email address provided at the time of sign-up within approximately ten (10) days of the conclusion of the drawing. To obtain a copy of the winner list, mail your request along with a stamped, self-addressed envelope to: Max2 Inc., 164 East 83<sup>rd</sup> Street, New York NY 10028 Attn: Veea Holiday Hunt. Requests for the winners' list must be received no later than January 31, 2017.

Sponsor: Max<sup>2</sup>Inc., 164 E. 83rd Street, New York, NY

**Abbreviated rules**

NO PURCHASE NECESSARY. Must be over 18 years of age to enter. Hunt begins on November 26, 2016 at 10 a.m. and ends at 4 p.m. Sign-up period ends November 26, 2016 at 4 p.m. To enter and for Official Rules, visit (<http://www.veea.com/>).