

# TaskRabbit Do Away with To-Do Giveaway

Last updated: May 2, 2018

## Official Rules

**No Purchase Necessary. A purchase will not increase your chances of winning.**

*This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, or any other social network or platform. You understand that you are providing your information to Sponsor, and not to Instagram or other social network or platform.*

### **1. ELIGIBILITY.**

The TaskRabbit Do Away with To-Do giveaway (“Contest”) is open to legal residents of the United States (the “Select Markets”), who are lawful U.S. residents, are 18 years of age or older at the start of the Contest, and have internet access (“Entrants”). Contest is sponsored by TaskRabbit, Inc., 425 Second Street, 5th Floor, San Francisco, CA 94107 (“Sponsor” or “TaskRabbit”). Employees of Sponsor, its parents and subsidiaries, advertising and promotion agencies and all other entities participating in the design, promotion, marketing, advertising, administration or fulfillment of this Contest and their immediate families are ineligible to participate in this Contest. Void wherever else restricted or prohibited by law. By participating in this Contest, each Entrant hereby acknowledges that they have read, accept and agree to be bound by these Official Rules.

### **2. CONTEST PERIOD.**

The Contest begins at 6:00 a.m. Pacific Standard Time (“PST”) on May 3, 2018 and ends at 11:59 p.m. PST on May 28, 2018 (the “Contest Period”).

### **3. HOW TO ENTER.**

To enter online, Entrants must do the following:

1. Follow TaskRabbit on Instagram.
2. Share a photo of what free time means to you, whether it’s reading a book instead of instruction manuals or nailing down brunch plans instead of photos to your wall. Use #DoAwayWithToDo and tag @TaskRabbit.

Once you do this, you will automatically be entered into the Contest as an Entrant. Registration is free and is subject to Sponsor's Terms of Service found at <https://www.taskrabbit.com/terms> ("Terms of Service") and Privacy Policy, found at <https://www.taskrabbit.com/privacy>. Your social media account (or the applicable photo) must be set to public in order to be seen by Sponsor and eligible for entry into this Contest. Instagram ("Promotion Platforms") is free and may be accessed online or an application may be downloaded through a mobile application store. The terms "Tasker" and "Task" are as defined in the Terms of Service.

The photos are referred to herein as a "Submission" or "Submissions." Incomplete Submissions will be rejected. There is no limit to the number of entries a person may enter in the Contest.

#### **4. SUBMISSION REQUIREMENTS.**

All contact information provided must be valid, current and complete. All entries must be received by 11:59 p.m. PST on May 28, 2018, according to Sponsor's server clock. No hand or postal mail entries will be accepted. Incomplete, garbled, corrupted or otherwise illegible entries are void and will not be accepted. All entries submitted become the sole property of Sponsor and will not be acknowledged or returned. Sponsor reserves the right to disqualify false entries or entries suspected of being false. Entries generated by a script, macro or other automated means will be disqualified. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed to be the person in whose name the social media account is registered, if available. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sponsor shall determine, in its sole discretion, if any Entrant shall be disqualified for any reason, and all decisions of disqualification by the Sponsor are final.

#### **5. PUBLICITY**

Entrants grant to Sponsor the right to use and publish their social media handle and photo submission (including any caption) in print for promotional or advertising purposes in connection with the Contest on a worldwide basis, and in all forms of media, now or hereafter known, in perpetuity, without review, permission or further compensation. With image submission tagging @TaskRabbit and using the official contest hashtag #DoAwayWithToDo, each Entrant grants Sponsor royalty-free license to display, retain and modify all images submitted. All images will be credited with the name or social media handle of Entrant.

## **6. SELECTION AND NOTIFICATION OF WINNER.**

Sponsor will select one winner (“Winner”) who will be selected by a panel of judges consisting of selected individuals from Sponsor’s marketing team, based equally upon the criteria of skill, originality, and relevance. Sponsor reserves the right to judge which photo is the winning submission. Odds of winning a prize depend on the number of eligible entries received. The decisions of Sponsor are final on all matters relating to this Contest. Each Winner will be notified by the official @TaskRabbit account associated with the social media platform used to post the winning photos by June 1, 2018 (“Notification”). Each Winner will be required to respond (as directed) within twenty-four hours after attempted Notification. Each Winner’s failure to respond timely to the Notification may result in forfeiture of a prize, and in such case, Sponsor may select an alternate Winner from among the remaining eligible entries. Winners may be sent a declaration of eligibility / liability / publicity release (“Release”). Except where prohibited by law, the Release will state that a Winner agrees to allow Sponsor to use (without additional compensation) his or her name, address, photograph, testimonial, likeness and/or biographical information for purposes of advertising and promotion (including, without limitation, posting on Sponsor’s website(s) and affiliated website(s)). Winners may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Unless restricted by law, Winners will be required to complete and return the Release within the time period specified therein. A prize may be forfeited, and in such case, an alternate Winner may be randomly selected from among the remaining eligible entries if a Winner: (i) cannot be reached; (ii) does not respond to the Notification in a timely manner as required pursuant to these Official Rules; (iii) fails to provide all signatures on the Release and to return the documents in a timely manner as required pursuant to these Official Rules; or (iv) cannot accept or receive a prize for any reason. Non-compliance with these Official Rules may result in disqualification and selection of an alternate Winner. The first and last name, social media handle, hometown, state, name of business and company logo of Winner may be announced and posted on Sponsor’s and its affiliates’ online websites and social media pages (such as Facebook, Twitter, and Instagram) and may potentially be aired or streamed nationally, in Sponsor’s discretion.

## **7. PRIZES.**

If eligible under these Rules, the Winner will be awarded the following award (the “Prize”): a \$100 TaskRabbit gift certificate.

Form of payment and delivery of the Prize above (e.g. cash, check, gift card, reimbursement, etc.) shall be at Sponsor's sole discretion. Total Approximate Retail Value ("ARV") of the Prize are as stated above. Gift cards and vouchers are subject to the TaskRabbit Terms of Service.

Eligibility, age, and any and all other claims shall be subject to verification prior to the actual awarding of the Prize. All details regarding redemption of the Prize are at Sponsor's sole discretion and will be provided at the time of Winner's Notification.

Winners are solely responsible for any other unspecified expenses related to the Prize, including without limitation and any and all federal, state, and local taxes on the Prize. Winner is not entitled to any surplus between actual retail value of the Prize and stated ARV and any difference between stated ARV and actual value of the Prize will not be awarded.

No substitution, transfer, or cash redemption of Prize, or cash for any portion of Prize not used, shall be given, provided however that Sponsor reserves the right to substitute a Prize with another Prize of equal or greater value should the advertised Prize become unavailable for any reason. Any and all activities related to a Prize are at each Winner's own risk and subject to whatever restrictions are imposed by the entities that govern activities. If a Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Sponsor shall have no further obligation to the Winner. Prizes shall only be delivered to an address in the United States. Limit one Prize per person per household.

## **8. CONDITIONS.**

Each Winner agrees to release, discharge, indemnify and hold harmless Sponsor and the Promotion Platforms, and each of their officers, directors, employees, representatives and agents from and against any claims, damages, disability, attorneys' fees, and costs of litigation and settlement, as well as any liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from: (i) use, redemption, acceptance, possession, ownership, or misuse of the Prize, (ii) participation in any activity, event, or excursion offered in connection with the Prize, (iii) use of any facility, service and/or accommodation related to the Prize, (iv) participation in any Contest-related activity or participation in this Contest or (v) the publicizing of Winner's first and last name, social media handle, hometown, state, photograph, testimonial, likeness and/or biographical information, name of business and

company logo, or other personal information. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules, and reserves the right at its sole discretion to terminate the Contest and, if terminated, at its discretion, select the potential winner(s) from among all eligible, non-suspect entries received prior to action taken. Sponsor shall not be liable for: (i) late, lost, delayed, void, corrupted, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or declarations, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical malfunctions, bugs, lost connections, disconnections, delays or transmission errors Contest Entrants may encounter when submitting their entry; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by Prize or resulting from acceptance, possession or use of Prize, or from participation in the Contest; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Caution: any attempt to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, sponsor reserves the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

#### **9. DISPUTES.**

Disputes regarding these Official Rules and/or this Contest will be governed by the internal laws of the State of California. By entering, you consent to jurisdiction in San Francisco, California for the resolution of any and all disputes. Should a dispute arise regarding the Contest, Entrant and Sponsor shall engage in good faith, informal dispute resolution for a minimum period of thirty (30) days to resolve the dispute. Should the Entrant and Sponsor fail to resolve their dispute informally, they shall engage in mediation with JAMS, at their joint and equal expense. Should the mediation fail to resolve the dispute, Entrant and Sponsor shall thereafter engage in binding arbitration with JAMS. To ensure minimal cost, the arbitration shall be in front of a single arbitrator and shall be conducted in accordance with JAMS' Optional Expedited Arbitration Procedures. The binding arbitration shall be at Sponsor and Entrant's joint and equal expense, with attorneys' fees and costs to the prevailing party upon conclusion.

#### **10. GENERAL CONDITIONS.**

By participating, Entrants agree to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Contest or these Official Rules. Any portion of the Contest may be canceled, suspended and/or modified, in whole or in part, if in Sponsor's opinion any fraud, technical failure or other factor beyond our control impairs the integrity or proper functioning of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. You may not enter with multiple identities or use any automated system, bot or other device or artifice to enter or obtain more than the maximum number of qualified entries. Unclaimed Prize will not be awarded.

#### **11. PRIVACY.**

All personal information collected by Sponsor will be used for administration of the Contest. In addition, Entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's Privacy Policy. Any questions regarding privacy matters should be directed to the address set out below. Please refer to Sponsor's Privacy Policy for important information regarding the collection, use and disclosure of personal information by Sponsor.

#### **12. WINNERS' LIST AND CONTEST RULES.**

To obtain a copy of these official rules or a winners list within 90 days of the end of the Contest Period send a self-addressed, stamped envelope to TaskRabbit Do Away with To Do giveaway, TaskRabbit, Inc., 425 Second Street, 5th Floor, San Francisco, CA 94107.