

PayPal Small Business Makeover Contest OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

YOU MUST HAVE A VALID, U.S. PAYPAL BUSINESS ACCOUNT IN GOOD STANDING TO REDEEM ANY PRIZE WON.

1. Overview: The PayPal Small Business Makeover Contest (the "Contest") consists of one (1) national contest ("National Contest") and four (4) local event contests (each, a "Local Contest"). Entry in the National Contest may be obtained by completing the entry process described below. Entry in a Local Contest may be earned by attending one (1) of the following events and, then completing the entry process described below:

- a. **EVENT 1:** Washington, DC on May 9-10, 2018
 - b. **EVENT 2:** Oakland, CA on May 17, 2018
 - c. **EVENT 3:** Atlanta, GA on May 23, 2018
 - d. **EVENT 4:** Omaha, NE on May 31, 2018
- (the "Event(s)")

2. Timing: The Contest begins on May 17, 2018 at 12:00:00 a.m. Eastern Time ("ET") and ends on June 15, 2018 at 11:59:59 p.m. ET (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

3. Eligibility: The Contest is open only to authorized representatives (including, but not limited to, owners, operators, or employees with permission) ("Representative(s)") of currently active, lawful small business ("Small Business") located in the fifty (50) United States and the District of Columbia ("Territory"). The Small Business must have less than one hundred (100) full time employees throughout the Contest Period; all Representatives must be at least eighteen (18) years old at the time of entry and be legal residents of any one (1) of the fifty (50) United States or District of Columbia. Employees of PayPal, Inc. ("Sponsor" or "PayPal"), HelloWorld, Inc., and any of their parent, subsidiary, and affiliate companies and promotion partners as well as the immediate family (spouse, domestic partners, parents, legal guardians, siblings, legal wards and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. By participating as part of a Small Business or on behalf of your employer, you agree that these Official Rules are binding on you, individually, and your employer/Small Business. If you are acting on behalf of your employer/Small Business, you warrant that you have authority to do so and that your employer/Small Business has full knowledge of your actions and has consented thereto. You further warrant that your actions do not violate your employer's or Small Business's policies and procedures. You are only eligible for a Local Contest if you or another authorized representative of the Small Business on whose behalf you are entering is verified as an attendee of the Event associated with that Local Contest (as determined in PayPal's sole discretion).

4. Sponsor: PayPal, Inc., 2211 N. First Street, San Jose, CA 95131. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

5. Agreement to Official Rules: Participation in this Contest constitutes the Small Business's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

6. How to Enter: During the Contest Period, visit <https://pp.promo.eprize.com/businessmakeovercontest> and follow the links and instructions to complete and submit the registration form, including your first and last name, title, email address, Small Business name, and Small Business mailing address (P.O. Boxes are not permitted). You will also be asked if you or a Representative attended one of the Events (if you would

like to be entered in the applicable Local Contest you must respond to this question). Then, select categories (each a “Category”) that best fits your Small Business:

- a) Business that sells physical or digital products
- b) Business that provides a service
- c) Offline business looking to expand online

Next, follow the directions to provide a response (each no longer than one hundred (150) words) to each of the following questions:

- a) Give us an overview of your business and what makes it unique.
- b) Tell us about your biggest business challenges and what you would do if you won the makeover.
- c) How has or how could PayPal products and services help your business?

(collectively, the responses to (a) – (c), the “Entrant Content”).

Then, upload one (1) photo of you at your Small Business. Your responses to all questions and photo will be collectively referred to as your submission (“Submission”). By uploading your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- Each written response must be in English and must not exceed one hundred fifty (150) words in length;
- The photo must be in .png or .jpg format; and
- The photo must not exceed 5MB in size.

Content Restrictions:

- If the Submission depicts or includes any third party, entrant must have all permissions and rights from the individual depicted (and his/her parent or legal guardian, if a minor) and agrees to provide Sponsor with written confirmation of those permissions and rights upon request.
- The Submission must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest or any other third party;
- The Submission must not depict any company or feature brand names or trademarks other than those owned by entrant or by Sponsor or which entrant has a limited license to use to incorporate into his/her Submission for this Contest;
- Except as stated in the bullet point above, all aspects of the Submission must be originally created by and solely owned by you or in the public domain;
- The Submission must not contain material that is false, fraudulent, deceptive, misleading, inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Limit: Each entrant may enter the Contest (and any Local Contest, if applicable) one (1) time during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Released Parties (as

defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

License: By entering, except where prohibited by law, each participant grants to Sponsor and its agents, successors and assigns in perpetuity the irrevocable, sublicensable, absolute right and permission to use, edit, modify, cut, rearrange, add to, delete from, copy, reproduce, translate, separate, dub, adapt, publish, combine with other material, reuse, adapt, and exploit the content of and elements embodied in the Submission, in any and all media, including but not limited to digital and electronic media, computer, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation. Each participant agrees that the licensed entities may, but are not required to, attribute the Submission to a participant. Each participant waives and releases the Released Parties (defined below) from any and all claims that participant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Released Parties' exploitation of entries without further notification or compensation to participants of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties and each of their affiliates, licensees, or any other person in connection with this Contest, on the grounds that any use of any entry, or any derivative works, infringe or violate any of participants rights (including MORAL RIGHTS) therein.

Each entrant accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Each participant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the participant's copyright in and to his/her Submission. Each participant acknowledges that, with respect to any claim by participant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Sponsor property or production, and participant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

7. Winner Determination:

National Contest Prize: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select one (1) potential winner per Category with the highest scoring Entrant Content from among all eligible Entrant Content received for each applicable Category, based on an application of the following criteria ("National Contest Prize Judging Criteria"):

- Business need (40 points);
- Business growth potential (20 points);
- Creativity/Originality (20 points); and
- Clarity of expression (20 points)

If entrant selected more than one (1) Category, Sponsor will determine which Category best fits the Small Business. In the event of a tie, the entrant whose Entrant Content received the higher score in the Business Need criterion, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

Local Contest Prizes: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select one (1) potential winner per Event with the highest scoring Entrant Content from among all eligible Entrant Content received for the applicable Local Contest (as denoted during entry and verified by Sponsor), based on an application of the following criteria (“Local Contest Prize Judging Criteria”):

- Business need (40 points);
- Business growth potential (20 points);
- Creativity/Originality (20 points); and
- Clarity of expression (20 points)

Categories are not applicable to Local Contest judging. In the event of a tie, the entrant whose Entrant Content received the higher score in the Business Need criterion, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

There is a limit of one (1) prize of any kind per entrant. All Judges’ decisions are final and binding in all matters relating to this Contest.

8. Winner Requirements: Potential winners will be notified by email or phone on or around July 13, 2018. Potential winners may be asked for verification that they are Representatives of the eligible Small Business identified in the chosen entry. Except where prohibited, each potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Only three (3) alternate winners for any prize may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, information on his/her Small Business, Submission and/or prize information in connection with the Contest 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. Nothing contained in these Official Rules obligates Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

9. Prizes: THREE (3) NATIONAL CONTEST PRIZES (one (1) per Category): National Contest Prize package includes \$10,000 transferred to the winning Small Business's PayPal Business account; five (5) hours of consulting service (all details determined by Sponsor in its sole discretion); personalized support from PayPal to help optimize your website checkout; \$4,500 transferred to the winning Small Business's PayPal Business account which can be used for consulting with an expert developer for a website makeover, including helping you strategically plan and develop your website; and one (1) year Shopify subscription. The Shopify prize includes only the monthly hosting fee of \$79/month. Other fees may apply to using the Shopify service (for example, add on themes or apps), but these are not required to use the Shopify service. Winner must elect to continue the hosting service and provide payment method at the end of the twelve-month subscription period. Approximate Retail Value (“ARV”) of each National Contest Prize: \$17,198; ARV of all National Contest prizes: \$51,594. FOUR (4) FIRST PRIZES (one (1) per Event): First Prize package includes \$5,000 transferred to the winning Small Business's PayPal Business account and thirteen (13) months of training, consulting, and support services (all details determined by Sponsor in its sole discretion). ARV of each Regional Contest Prize: \$8,000; ARV of all Regional Contest Prizes: \$32,000.

For all prizes: Total ARV of all prizes: \$83,594. All winners must have a U.S. PayPal Business account in good standing at time of prize award in order to receive, access, and use the prize. A prize will not be awarded to a winner with a locked, closed or restricted account. Your prize will be transferred to the PayPal

Business account associated with the email address you provided at the time of registration. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use and for any other expenses not specified in these Official Rules. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. 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. All prize details not specifically stated in these Official Rules will be determined by Sponsor in its sole discretion. 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. No more than the stated number of prizes will be awarded. Limit: One (1) prize of either kind per person.

Each winning company must decide internally how the prize will be distributed. Sponsor is not responsible for and will not take part in the decision process and if any dispute relating thereto cannot be resolved the prize may be forfeited in Sponsor's discretion. If winner cannot receive a prize from Sponsor per winner's employer's policies, winner will forfeit the prize won and Sponsor will have no further obligation to that winner.

10. Release: By participating, each entrant agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, members, representatives, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES 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 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."

11. General Conditions: In its sole discretion, PayPal reserves the right to: (a) void participation of any participant who PayPal believes has attempted to tamper with or impair the administration, security, fairness or proper functioning of this Contest; (b) disqualify any participant at any time (even if disqualified winner or potential winner may have been notified or displayed or announced anywhere), if PayPal determines at any time in its sole discretion that such participant is ineligible, in violation of the Official Rules, or engaging in behavior that PayPal deems obnoxious, inappropriate, threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person; (c) restrict or void Submissions or participation from any IP address if any suspicious entry and/or participation is detected; (d) cancel, modify or suspend the Contest and distribute the prize in a manner deemed fair and appropriate by PayPal if the Contest is not capable of running as planned for any reason; (e) disqualify any participant that supplies false information, obtains Submissions by fraudulent means or is otherwise determined to be in violation of the Official Rules in an attempt to obtain any prize (and in such case, that person may be prosecuted to the full extent of the law). Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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 invalidity or unenforceability of any provision of these 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 Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) errors, typos or misprints in these Official Rules, in any Contest-related advertisements or other materials; (6) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages; (7) if an entrant's e-mail address, telephone, or other contact information does not work or is changed without entrant giving prior written notice to Sponsor; or (8) 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 Contest, or receipt, or use of any prize or while traveling to or from any prize-related activity. Without limiting any other provision in these Rules, Released Parties are not responsible or liable to any participant or any person claiming through such participant for failure to supply an prize or any part thereof in the event that any of the Contest activities or the Released Parties' operations or activities are affected, as determined by the PayPal 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, 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, national, federal, state, provincial, territorial, or local government authority, or any other cause, whether or not specifically mentioned above.

13. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Contest or the Official Rules will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Contest or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Contest, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules.

14. Entrant's Personal Information: Information collected from entrant is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>. As a condition of entering the Contest, 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 Contest and complying with applicable laws, regulations, and rules.

15. Winner List: For a winner list, visit <http://bit.ly/2HqGU4V>. The winner list will be posted after winner confirmation is complete.

© 2018 HelloWorld, Inc. All rights reserved.