

# Intuit "Love a Local Business" January 2012 Program

## OFFICIAL RULES

### NO PURCHASE NECESSARY TO SUBMIT A NOMINATION OR RECEIVE AN INTUIT GRANT.

**1. Eligibility:** The Intuit "Love a Local Business" January 2012 Program (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and are owners of a small business ("Small Business") at the time of entry. The Small Business must have less than two hundred (200) employees throughout the promotion period. Anyone that meets the age and geographic eligibility listed above may submit a nomination for a Small Business. Employees of Intuit Inc., ePrize, LLC, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** Intuit Inc., 2535 Garcia Avenue, Mountain View, CA 94043. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

**3. Agreement to Official Rules:** Participation in this Promotion constitutes your 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 Promotion. Receipt of the Hiring Grant is contingent upon fulfilling all applicable requirements set forth herein.

**4. Timing:** Small Businesses may be nominated beginning at 12:00 a.m. Pacific Time ("PT") starting on January 1, 2012 and ending at 11:59 p.m. PT on January 31, 2012 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Promotion.

**5. The Nomination Process:** During the Promotion Period, visit <http://www.lovealocalbusiness.com> and follow the links and instructions to complete the nomination form for your favorite local Small Business or your own Small Business. If you are the Small Business owner, you will be asked to provide your first and last name, your email address and phone number, your city, state, and zip code, the name and description of your Small Business, in two hundred-fifty (250) characters or fewer (collectively herein referred to as the "Nomination"). If you are a fan of a Small Business you will be asked to complete the Nomination form including identifying your chosen Small Business, its city, state and zip code, your email address and a brief comment (two hundred-fifty (250) characters or fewer) expressing why you love this business. Submit the completed Nomination and the Small Business will receive one (1) chance to win the Hiring Grant. In order to be eligible or considered for the Hiring Grant the Small Business owner must submit a Nomination of his/her business. **Unless you are the owner of a Small Business you are not eligible to receive any prize.** By submitting a Nomination of a Small Business, you agree that your Nomination conforms to the Nomination Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove and disqualify your Nomination if it believes, in its sole discretion, that your Nomination fails to conform to the Guidelines and Restrictions.

#### Nomination Guidelines:

- The Nomination must be in English; and
- The Nomination must not exceed two hundred-fifty (250) characters in length.

#### Content Restrictions:

- The Nomination must not contain material that violates or infringes another's rights, living or deceased, including but not limited to privacy, publicity or intellectual property rights;
- The Nomination must not disparage Sponsor, the Small Business, Administrator, any other person or business;
- The Nomination must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Nomination 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 Nomination must be suitable for publication in a public forum, as determined by Sponsor in its sole discretion, may not contain profanity, threats of physical violence or property damage, or material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Nomination is created.

Limit: You may upload one (1) Nomination per Small Business during the Promotion Period. If you are the owner of more than one (1) Small Business, you may submit one (1) Nomination for each. Nominations generated by script, macro or other automated means are void. All Nominations will become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor shall have the right to edit, adapt and publish any or all of the Nominations, and may use them in any media without attribution or compensation to you or the Small Business featured in your Nomination, any successors or assigns, or any other entity. Uploading a Nomination constitutes your consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Nomination in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, you agree to sign any and all documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights you are granting to use the Nomination. Released Parties (as defined in Section 8, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Nominations, all of which will be void.

In the event of a dispute regarding the individual who is an owner of the Small Business featured in a Nomination, the authorized account holder of the email address provided on the Nomination form submitted by the business owner will be deemed to be the potential entrant who must comply with these Official Rules. 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. The potential Hiring Grant recipient may be required to show proof of being the authorized account holder.

**6. Hiring Grant Selection and Requirements:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential Hiring Grant recipient are final and binding in all matters. Administrator will randomly select one (1) potential Hiring Grant recipient from among all eligible Nominations received during the Promotion Period, on or around February 3, 2012 . The potential recipient of the Hiring Grant will be notified by email and phone and will be required to complete, sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, and must agree to abide by the applicable requirements set forth in these Official Rules in order to claim the Hiring Grant. If the potential recipient cannot be contacted within a reasonable time period, fails to submit the Declaration of Compliance within the required time period, does not agree to or is not in compliance with these Official Rules, or notification is returned as undeliverable, the potential recipient forfeits the Hiring Grant. If a potential recipient is disqualified for any reason, the Hiring Grant may be awarded to an alternate Small Business by random drawing from among all eligible

Nominations. Only three (3) alternate recipients will be notified, after which the Hiring Grant will remain unawarded. Acceptance of the Hiring Grant shall constitute and signify recipient's agreement and consent that Sponsor and its designees may use the recipient's name, city, state, likeness, photo, Nomination, opinions, and name of Small Business in connection with the Promotion 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. Fulfillment details for the Hiring Grant will be provided approximately 8-10 weeks after winner confirmation.

**7. Grants:** ONE (1) HIRING GRANT: A check for \$25,000. Approximate Retail Value: \$25,000.

The Hiring Grant is non-transferable and no substitution will be permitted unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute the Hiring Grant with one of comparable or greater value, at its sole discretion. The winner will receive an IRS Form 1099 for the calendar year in which the Hiring Grant is awarded and a copy of such form will be filed with the IRS. All federal, state, and local taxes and any expenses not expressly provided for in these Official Rules are solely the responsibility of the winner.

Limit: One (1) Hiring Grant per eligible Small Business during the calendar year. The odds of receiving a Hiring Grant depend on the number of eligible Nominations received during the Promotion Period.

**8. Release:** By participating in the Promotion and/or accepting a Hiring Grant, you agree to release and hold harmless Sponsor, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Hiring Grant suppliers/partners, and each of their respective parent companies and each such company's officers, directors, employees 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 Promotion or receipt or use or misuse of a Hiring Grant.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the Hiring Grant recipients from among all non-suspect, eligible Nominations received up to time of such action using the selection and judging procedures outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the nomination process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Nominations. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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.

**10. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by the person submitting the Nomination, the Hiring Grant, or printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion; (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 nomination process or the Promotion; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the uploading or processing of

Nominations, the announcement of the Hiring Grant recipients or in any Promotion-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 a person's participation in the Promotion or receipt or use or misuse of any Hiring Grant. Released Parties are not responsible for misdirected or undeliverable Nominations or 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. Released Parties are not responsible for any unauthorized third-party use of any Nomination. If for any reason an entrant's Nomination is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Nomination, if it is possible. If the Promotion, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Nominations received up to the date of discontinuance for the Hiring Grant offered herein. No more than one Hiring Grant will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the one Hiring Grant as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Hiring Grants by a random drawing among all legitimate, unawarded, eligible prize claims.

**11. Disputes:** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or Hiring Grant 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 Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from persons participating in this promotion is subject to ePrize, LLC's Privacy Policy <http://www.eprize.com/privacy-policy>, Sponsor's Terms of Use <https://privacy.intuit.com/cpi/do/home> and Privacy Policy <http://about.intuit.com/privacy/>.

**13. List of Grant Recipients:** For a winner list, visit <http://blog.intuit.com/local/love-a-local-business-winners>. The winner list will be posted after winner confirmation is complete.

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**Intuit "Love a Local Business" January 2012 Program**  
**ABBREVIATED RULES**

**1. ABBREVIATED RULES for TV and Radio**

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.), 18 AND OLDER MAY SUBMIT A NOMINATION. VOID WHERE PROHIBITED. Submit nomination before 1/31/12. For Official Rules and complete details, visit <http://www.lovealocalbusiness.com>. Sponsor: Intuit Inc.

**2. ABBREVIATED RULES for Print**

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.), 18 AND OLDER MAY SUBMIT A NOMINATION. VOID WHERE PROHIBITED. Submit nomination before 1/31/12. For Official Rules and descriptions of the Hiring Grant offered, visit <http://www.lovealocalbusiness.com>. Sponsor: Intuit Inc., 2535 Garcia Avenue, Mountain View, CA 94043.

**3. Abbreviated rules for online Ads – Banner**

NO PURCHASE NECESSARY. Submit nomination before 1/31/12. To enter and for Official Rules, visit <http://www.lovealocalbusiness.com>.

**4. Abbreviated Rules for online Ads – Not a Banner**

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.), 18 years or older may submit a nomination. Submit nomination before 1/31/12. To submit nomination and for Official Rules, including descriptions of the Hiring Grant offered, visit <http://www.lovealocalbusiness.com>. Void where prohibited.