

## **Intuit Pay-by-Refund Sweepstakes Official Rules**

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

**1. Eligibility:** Intuit Pay-by-Refund Promotion (the "Sweepstakes") is open only to tax accounting firms ("Firm") that are located in and primarily operate in the fifty (50) United States and the District of Columbia. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant'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 the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Intuit Inc., 2535 Garcia Avenue, Mountain View, CA 94043. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on January 1, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on April 30, 2016 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

#### **4. How to receive entries into the Sweepstakes:**

**Receive Entries by Processing Tax Year 2015 Returns with Pay-by-Refund:** All Firms that use Intuit Tax Software (Lacerte, ProSeries or Intuit Tax Online for tax year 2015) will automatically earn one (1) entry (up to 100 entries) for every federal Pay-by-Refund transaction funded through a participating bank during the Promotion Period beyond the number of funded Pay-by-Refund transactions (formerly called "Refund Transfers") by your Firm from the 2014 tax year.

***Sweepstakes Opt Out:*** *If you use Pay-by-Refund but do not want to be entered into the Sweepstakes, hand print your name and Firm name, Firm address, phone number, and email address on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Intuit Pay By Refund Sweepstakes OPT OUT," c/o HelloWorld, Inc., P.O. Box 5030, Department 823286, Kalamazoo, MI 49003-5030. Your request must be postmarked by April 30, 2016 and received by May 7, 2016.*

**Receive Entries without Purchase of Intuit Tax Software:** Hand print your name and your Firm's name, Firm address, Firm phone number and your email address on a piece of paper and mail it in an envelope with proper postage to "**Intuit Pay-by-Refund Sweepstakes - Entry**" c/o HelloWorld, Inc., P.O. Box 5030, Department 823286, Kalamazoo, MI 49003-5030, You will receive one (1) entry into the Sweepstakes for each proper envelope that you mail and that is received on time. All mail-in entries must be handwritten and must be postmarked by April 30, 2016 and received by May 7, 2016. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified. Limit: One Hundred (100) entries/envelopes per Firm.

**5. Grand Prize Drawing:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winner from all eligible entries earned/received during the Promotion Period, on or around May 17, 2016. The potential winner will be notified by email and/or phone. An authorized representative of the potential winning Firm will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the

prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Prizes: THREE (3) GRAND PRIZES:** Winning firms will receive a credit (license or Fast Path only) for purchase /usage of its choice of Intuit Lacerte or ProSeries software for Tax Year 2016. Purchase and/or usage may not exceed a maximum amount of \$4,000 (for Intuit ProSeries) or \$8,000 for Intuit Lacerte based on regular usage fees. Maximum Approximate Retail Value: \$8,000. Actual value of prize will vary based on winner's choice and actual usage. Winners will only receive user licenses for members of the winning Firm. Winner will not receive difference between actual and maximum approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Sponsor will contact winners about prize fulfillment within 8-10 weeks after winner confirmation. Maximum Total Value of the Prize: \$24,000.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be 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.

**10. 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 Sweepstakes; (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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been

erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 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 Sweepstakes, 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 Sweepstakes, 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 entrants is subject to Sponsor's Privacy Policy <https://privacy.intuit.com/cpi/do/home> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

**13. Winner List:** For a winner list, visit <http://bit.ly/1TeP8Zy>. The winner list will be posted after winner confirmation is complete.

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