

Contest Rules

THERE IS NO FEE AND NO OBLIGATION NECESSARY TO ENTER OR WIN. ENTRIES ARE LIMITED TO ONE PER PERSON. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

The Up! App – Simple as 1-2-3 (the “Contest”) is open to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Up! LLC and other companies or contractors associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by Up! LLC, located at 21 E State St, Suite 200, Columbus, Ohio 43215.

3. Agreement to Official Rules

Participation in the Contest constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on **Tuesday, July 10, 2018 at 12:01 a.m.** and ends on **Friday, September 14, 2018 at midnight** (the “Contest Period”). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

5. How to Enter

Using an IOS phone/tablet or an Android device, simply download the Up! app or access the online desktop version of The Up! App and create an account using entrant’s email address. Limit one (1) entry per person (single email address, regardless of the quantity of devices used) the duration of the Contest Period. Entries received from any person, or email address in excess of the stated limitation will be void.

21 E. State Street, Suite 200
Columbus, OH 43215

Phone: (614) 333-0365
Website: TheUpApp.com



6. Prize Drawing

At any given time after **Sunday, September 9, 2018**, the Sponsor will select **one (1) “pre-show” winner** in a random drawing from among all eligible entries received. The Sponsor will attempt to notify the winner via email on the day of the drawing. Starting on **Monday, September 10, 2018**, the Sponsor will select **three (3) winners per day for five (5) consecutive days** in a random drawing from among all entries registered any time after 12:01 a.m. Monday, September 10, 2018, up to the time of the drawing through **Friday, September 14, 2018, at midnight**. The Sponsor will attempt to contact the winners via email on the day the entrant’s name is drawn. If a winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate winner in his/her place at random from the remaining non-winning, eligible entries. Entrants may only win one prize.

7. Prizes

Each winner will be given one (1) \$300 Amazon gift card.

8. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention, or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by the Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prizes at random among eligible, non-suspect entries received up to the time of the impairment. The 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

In order to claim his/her prize, each winner will be required to electronically sign and submit a Declaration of Compliance within five (5) days of the date of the initial email notification was sent. In signing the Declaration of Compliance, the winner acknowledges that any taxes owed on prize is the winner’s sole responsibility and gives the Sponsor permission to include the name, company name and a photo of him/her in social media posts about the contest.



9. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including but not limited to (as) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winners, the cancellation or postponement of the event, or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

10. Privacy

Information collected from entrants is subject to Sponsor's privacy policy. Entrants may receive follow-up marketing information from the Sponsor. By registering your email address in The Up! App, you agree to the [Terms of Service](#) of the app and agree to its [Privacy Policy](#). You also opt-in to receive the following, (but not limited to): direct mail, emails, in-app notifications and digital advertising. Contest entrants and/or winners may unsubscribe at any time.

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