

**VAPESCAPE COMMUNITY ONGOING PARTICIPATION SWEEPSTAKES
OFFICIAL RULES**

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**
2. **A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**
3. **ENTRY PERIOD:** The Vapescape Community Ongoing Participation Sweepstakes (referred to herein as the “Sweepstakes”) starts at noon (12:00:00 pm) Eastern Time (“ET”) on May 1, 2018 and ends at 11:59:59 am Eastern Time on April 30, 2019 (the “Entry Period”). The Entry Period is broken up into twelve (12) monthly periods, as outlined below. Entries will be entered into the applicable monthly drawing period when they are received. You must separately enter during each monthly period in order to be included in all monthly drawings. Entries do not carry over into subsequent monthly periods.

For the purpose of these official rules, each monthly period begins at midnight (12:00:00 am) ET on the first calendar day of the monthly period and ends at 11:59:59 pm ET on the last calendar day of the monthly period.

Monthly Prize Drawing #	Monthly entry period begins at:	Monthly entry period ends at:
1	Midnight (12:00:00 am) ET on 5/1/2018	11:59:59 pm ET on 5/31/2018
2	Midnight (12:00:00 am) ET on 6/1/2018	11:59:59 pm ET on 6/30/2018
3	Midnight (12:00:00 am) ET on 7/1/2018	11:59:59 pm ET on 7/31/2018
4	Midnight (12:00:00 am) ET on 8/1/2018	11:59:59 pm ET on 8/31/2018
5	Midnight (12:00:00 am) ET on 9/1/2018	11:59:59 pm ET on 9/30/2018
6	Midnight (12:00:00 am) ET on 10/1/2018	11:59:59 pm ET on 10/31/2018
7	Midnight (12:00:00 am) ET on 11/1/2018	11:59:59 pm ET on 11/30/2018
8	Midnight (12:00:00 am) ET on 12/1/2018	11:59:59 pm ET on 12/31/2018
9	Midnight (12:00:00 am) ET on 1/1/2019	11:59:59 pm ET on 1/31/2019
10	Midnight (12:00:00 am) ET on 2/1/2019	11:59:59 pm ET on 2/28/2019
11	Midnight (12:00:00 am) ET on 3/1/2019	11:59:59 pm ET on 3/31/2019
12	Midnight (12:00:00 am) ET on 4/1/2019	11:59:59 am ET on 4/30/2019

4. **ELIGIBILITY:** This Sweepstakes is open to all legal residents of the United States and the District of Columbia who are registered members of <https://www.vapescapepanel.com> (the “VapeScape Community”) and who are vapor consumers age 21 or older at time of entry (“Entrants”). Registering for the VapeScape Community is free. Your VapeScape Community account must be in good standing in order to be eligible to win any prize. Administrator reserves the right to require proof of age and jurisdiction of residence prior to awarding any

prize. Employees, agents and representatives of the Sponsor or Administrator (and their subsidiaries or affiliates and each of their respective advertising and promotion agencies) are not eligible to win, nor are the parents, siblings and children of any such employee, agent or representative or any person with whom such employee, agent or representative is domiciled. This Sweepstakes is governed by U.S. law. Void in Puerto Rico, other U.S. territories and possessions, and where prohibited by law. The Sweepstakes is intended for entry in the United States only. Do not enter if you are not eligible and located in the United States at the time of entry.

5. **PRIZES:** A total of 300 prizes (“Prizes”) will be awarded during the Entry Period. Total approximate retail value (“ARV”) of all prizes: \$15,000.00. A total of twenty-five (25) \$50.00 Visa® e-Gift Cards will be awarded each month during the Entry Period. The total value of prizes awarded each month is \$1,250.

Monthly Prize Drawing #	Prize description	ARV	Quantity	Total ARV
1	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
2	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
3	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
4	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
5	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
6	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
7	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
8	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
9	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
10	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
11	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00
12	\$50.00 Visa® e-Gift Card	\$50.00	25	\$1,250.00

Prize images depicted in advertising and promotional materials may vary from the actual prize as any depiction of prize is for illustrative purposes only. No cash in lieu of prize and no substitution of prize, except that Sponsor reserves the right to substitute a prize or portion of a prize with a prize of equal or greater value in the event the stated prize becomes unavailable for any reason, in its sole discretion. The trademarks associated with prizes are the property of their respective owners, who are NOT affiliated with this Sweepstakes in any fashion whatsoever, and no endorsement is suggested or implied. Reference to third parties in connection with prizes are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor, Administrator or the Sweepstakes.

All amounts are represented in U.S. dollars unless otherwise stated. Usage of gift card/certificate prizes is subject to the terms and conditions governing each respective gift

card/certificate. Gift card/certificate cannot be redeemed for cash or use as payment for purchases of additional gift card/certificate, except in those jurisdictions which mandate that gift card holders may redeem same for cash value.). Gift card/certificate will not be replaced if lost or stolen.

6. **HOW TO ENTER:** All Entrants may enter the Sweepstakes by following the link in the Entrant's invitation to participating surveys on the VapeScape Community survey website, or by accessing the VapeScape Community survey website directly at <https://www.vapescapepanel.com>. Entrants will receive one (1) entry for every participating survey completed or surveys for which the Entrant was disqualified (i.e. attempted to complete a survey but could not due to failure to meet a criteria of the survey, but for clarity will not receive entries if the Entrant decides or is otherwise unable to complete a survey other than for disqualification) during a calendar month. The Sweepstakes is offered electronically via the Internet. If you enter using a mobile device, standard data charges may apply from your carrier. All eligible entries received by Sponsor or its designated third party will automatically be entered into the Monthly Prize drawing for which it qualifies. Limit one (1) prize per registered member of the VapeScape Community per monthly period.
7. **PRIZE DRAWS:** Prize draws will be held in Vancouver, British Columbia, within approximately fifteen (15) business days of the end of each calendar month during the Entry Period (each, a "Draw Date"). Winners will be determined by random drawing from all eligible entries received during the applicable calendar month. The odds of winning depend on the number of eligible entries received for each monthly drawing period.
8. **PRIZE AWARDING:** Receiving a prize is contingent upon Entrant's compliance with these Official Rules. Winners will be required to furnish his/her full name, physical mailing address (including state and zip) and email address to the Administrator as a condition of receiving the prize. Prizes will be awarded only on verification by Administrator that all Sweepstakes requirements have been met by the winners. Each Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prizes will be allowed, unless at the discretion of the Sponsor which may substitute a Prize of comparable or greater value. No correspondence will be entered into except with selected Entrants at the email address listed in the VapeScape Community.

Administrator will notify each winner by email within fifteen (15) business days of the relevant Draw Date. Winners will have two (2) business days from notification to accept the Prize, and will be instructed whom to contact at that time. Administrator is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the winner. If a selected Entrant cannot be contacted, fails to respond within the allotted time, is otherwise found to be ineligible or if a potential prize winner cannot accept or receive the prize for any reason, Administrator reserves the right to void that entry and select another eligible Entrant for that Prize (and in the event that the subsequent selected Entrant cannot be contacted or fails to respond, a further Entrant will be selected, until a winner is

determined, provided further that in the event that a winner is not determined after attempts have been made to contact 3 Entrants, Administrator may elect not to conduct any further redraws and not award such Prize).

In order to be declared an official winner, the selected Entrants may be required to complete, and return to Administrator a web-based Winner Notification Survey within two (2) days of receipt. If a selected Entrant(s) fails to complete, and return the web-based Winner Notification Survey to Administrator within two (2) business days, Administrator reserves the right to void that entry and select another eligible Entrant for that Prize. By completing, and returning the web-based Winner Notification Survey, the Entrant: (i) confirms compliance with these Official Rules; (ii) releases and forever discharges the Sponsor and Administrator, their affiliates and subsidiaries and their advertising and promotional agencies from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of the Prize; and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the Entrant's name, hometown, photographs/videos, voice, likeness and comments, without compensation or notification, in any publicity carried out by the Sponsor or its advertising agencies, except in Tennessee or where prohibited by law.

Prizes will be emailed to each winner approximately four (4) weeks after the verification process is completed. Prize fulfillment method is subject to change at any time in Administrator or Sponsor's discretion.

- 9. GENERAL CONDITIONS:** By entering, you (i) agree to be bound by these Official Rules, including all eligibility requirements; (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Sweepstakes; and (iii) release, hold harmless, and indemnify the Sponsor and its affiliated companies, the Administrator and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims, losses, injury, damages, and liability arising directly or indirectly or relating to your participation in the Sweepstakes and/or acceptance, possession, use and/or misuse of a prize.

By participating in this Sweepstakes, you acknowledge and agree that your personal information supplied to Sponsor may be used by Sponsor for internal research and/or marketing analyses and communications. Information provided by you will be treated consistent with the VapeScape Community privacy policy, which is located at <https://www.vapescapepanel.com/privacypolicy>. By participating in this Sweepstakes, you further acknowledge and agree that your personal information may be used by Administrator consistent with Administrator's privacy policy, which is located at <https://marumatchbox.com/privacy-policy/>.

10. **BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for the claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply North Carolina law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, or illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS SECTION SHALL BE IN THE USER’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN SPONSOR’S SWEEPSTAKES, EACH USER AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEY’S FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY USER OR PRIZE WINNER BE PERMITTED TO OBTAIN ANY AWARD FOR, AND USER HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) USER AND PRIZE WINNER’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND USER IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY USER.

11. **GOVERNING LAW:** This Sweepstakes is subject to all federal, state and local laws/regulations. These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, and enforceability of the Sweepstakes Official Rules, or the rights and obligations of user and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of North Carolina without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the state of North Carolina, in the city of Winston-Salem.

12. **WINNERS LIST:** To obtain a copy of a winner list or a copy of the Official Rules, send your request to: VapeScape Community Sweepstakes Winners List, C/o MARU/Matchbox, Attention: Incentives Team, 900 West Hastings Street, 6th Floor, Vancouver, BC, V6C 1E1, Canada. Requests must be received no later than a month after the Draw Date and must enclose a self-addressed stamped envelope.

13. **DISQUALIFICATION:** Persons found tampering with or abusing any aspect of this Sweepstakes or the operation of the VapeScape Community website or any other MARU/MATCHBOX hosted website, as determined by Administrator, in its sole discretion, will be disqualified. If disqualified for any of the above abuses, Administrator reserves the right to terminate the Entrant's eligibility to participate. ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A USER, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

14. **LIMITATION OF LIABILITY:** Sponsor and Administrator are not responsible for: (i) lost, late, misdirected, non-delivered, damaged or illegible entries, e-mails, or other communications; or (ii) error caused by human and/or technological issue, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor or Administrator on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to user's or any other person's computer or mobile device related to or resulting from participating in the Sweepstakes. The Sponsor reserves the right to: (i) permanently disqualify from any promotion it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw, modify, suspend or cancel the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes) and to select winners from among all eligible Entries received prior to withdrawal and/or cancellation, or as otherwise deemed fair and equitable by Sponsor or Administrator.

Furthermore if the Sweepstakes is cancelled, any of the remaining prizes after the cancellation date will not be awarded. In no event will Sponsor be liable for more than the number of prizes stated in Section 5 up to the date of cancellation. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

15. **DISCLAIMER OF LIABILITY.** IN NO EVENT WILL SPONSOR, ITS PARENT AND AFFILIATES, THEIR ADVERTISING OR PROMOTIONAL AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM OR PRINTING MATERIAL FROM THE WEBSITE. WITHOUT LIMITING THE FOREGOING, THE WEBSITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Any Sweepstakes materials, including without limitation the offer, abbreviated rules, these Official Rules, advertising and promotional materials and announcement of winners that contain production, printing, or typographical errors or are obtained outside authorized, legitimate channels are automatically void, and the liability of Sponsor, if any, is limited to the replacement of such materials. By participating in the Sweepstakes, you release Sponsor and its affiliates from any losses, claims or damages that may result therefrom.

16. **TAX INFORMATION:** Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize. Winners of prizes valued at \$600 or more, or who win a combination of prizes totaling more than \$600, will be required to furnish his/her Social Security number to the Administrator as a condition of receiving the prize, and an IRS Form 1099 will be filed in the name of the winner for the total value of the prize(s).
17. **SPONSOR.** The Sweepstakes is sponsored by R.J. Reynolds Vapor Company, P.O. Box 2959, Winston-Salem, NC 27102 (the "Sponsor")
18. **ADMINISTRATOR.** The Sweepstakes is administered by Maru/Matchbox LLC., 20 North Wacker Drive, Suite 1400, Chicago, IL 60622 ("Administrator"). Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the verification of winners are final and binding in all matters related to the Sweepstakes.