

EBAY GIVING WORKS GRAMMY TWITTER SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER AND WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA AT TIME OF ENTRY.

VOID IN PUERTO RICO AND WHERE PROHIBITED.

1. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. ELIGIBILITY: eBay Giving Works GRAMMY Twitter Sweepstakes (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age and older, who are physically located and reside in the United States or District of Columbia at the time of entry (“Eligible Participant”). Eligible Participants must either have or create a Twitter account in order to participate. Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of eBay Inc. (“eBay”) and its affiliates, subsidiaries, and divisions (“eBay Entities”) (eBay and eBay Entities collectively, “Sponsor”), Sponsor’s advertising and promotion agencies, and Tenthwave Digital LLC and all others associated with the design, execution, production, development, and promotion of this Sweepstakes or are connected to this Sweepstakes in any way are not eligible to enter. Sweepstakes is subject to all federal, state and local laws. U.S. law governs this Sweepstakes and personal jurisdiction shall exclusively be the state and federal courts located in Santa Clara, California.

3. SWEEPSTAKES TIMING/DESCRIPTION: The Sweepstakes begins at 10:00:00 AM Pacific Time (PT) on September 30, 2014 and ends at 7:59:59 AM PT on October 10, 2014 (“Promotion Period”). There will be one (1) prize winner awarded each day for ten (10) days (“Daily Prizes”) in a random drawing from among eligible entries received for that day (each a “Daily Drawing”) during the Promotion Period.

4. HOW TO ENTER: To enter, you must have or create a non-private Twitter account (“Twitter account”). If you already have a Twitter account, submit your email address and password and sign in. If you are not an existing member of Twitter, you will be required to follow the directions and join Twitter. When you join Twitter, you are indicating that you have read and agree to accept the Twitter Terms of Service and Privacy Policy. Membership to Twitter.com is free.

To be entered in the Sweepstakes, sign in at Twitter.com and do the following during the Promotion Period:

(a) Visit the eBay Twitter page at <https://twitter.com/eBay>,

(b) Follow @eBay during the Promotion Period;

(c) Tweet an answer to the eBay question that will appear as indicated in the Daily Entry Chart below and include hashtag #GRAMMY10 (“entry”).

Entries must be received by dates/times stated in the Daily Entry Chart below in order to be eligible for that daily drawing. **There is a limit of one (1) entry per person per Twitter account during the Promotion Period.** Subsequent entries submitted by the same entrant during the Promotion Period are void. **Entries will not be judged or scored.** Entries submitted will not be acknowledged. The website’s clock will be the official timekeeping device for the Sweepstakes.

Participation in this Sweepstakes by wireless mobile device means that Eligible Participant understands that: message and data rates and other charges may apply; check your wireless plan for details.

Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, illegible, incomplete, late or inaccurate are void. Sponsor is not responsible for late, lost, incomplete illegible, damaged or misdirected entries. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor’s sole discretion. Entries will not be acknowledged. Sponsor’s decisions are final on all matters relating to this Sweepstakes. Entries will be deemed to have been submitted by the authorized account holder associated with the username used to enter via Twitter. The authorized account holder is defined as the natural person who is assigned to a username by twitter.com. You must enter using only a twitter.com account subscribed to and registered in your name. Entries will be deemed to have been submitted by the person subscribed and registered to the username from which entries are received. A potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the user name/Twitter Account associated with a winning entry.

Entry must be in keeping with the Sponsor’s image, and may not be offensive, nor can it defame, or invade upon the publicity rights or privacy of any person or otherwise infringe upon any person or entity’s intellectual property, personal or proprietary rights, as determined by Sponsor in their sole discretion. Sponsor reserves all rights, including the right to edit, publish, use, adapt, modify, or dispose of any entry, proper names, likenesses, and photographs for advertising and promotional purposes in all media (including, but not limited to, the internet) without additional compensation, except where prohibited by law.

ALL ELIGIBLE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT ALL ENTRIES SUBMITTED IN CONNECTION WITH THIS SWEEPSTAKES ARE SUBMITTED ON A NON-CONFIDENTIAL AND NON-PROPRIETARY BASIS AND MAY BE USED BY SPONSOR, ITS AGENTS AND SUBSIDIARIES, FOR ADVERTISING AND PROMOTIONAL PURPOSES INCLUDING (BUT NOT LIMITED TO) IN CONNECTION WITH THE SWEEPSTAKES.

For greater certainty, if it is discovered that an Eligible Participant (or any person or entity purporting to be an Eligible Participant) has attempted to: (i) obtain more than the stated number of entries allowed per person per day during the Promotion Period; and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address/Twitter account to enter the Sweepstakes; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Sweepstakes. Any Entry you submit will be rejected if (in the sole and absolute discretion of the Sponsor), it is not completed and submitted during the Promotion Period. Use (or attempted use) of multiple names, identities, email addresses and/or any automated system to enter or otherwise disrupt this Sweepstakes is prohibited and is grounds for disqualification by the Sponsor. All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Sweepstakes. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

5. DETERMINATION OF WINNERS: One (1) potential Daily Prize winner will be selected in a random drawing each day for ten (10) days on the dates stated in the Daily Entry Chart below from among eligible entries received based on the dates/times stated in the Daily Entry Chart below. The random drawings will be conducted by Tenthwave Digital LLC, an independent judging organization, in Melville, NY. Judges'/Sponsor's decisions are final on matters relating to this Sweepstakes. Potential winners will be notified by a Twitter direct message and by electronic mail and/or overnight or U.S. mail within twenty-four (24) hours following the random drawings.

DAILY ENTRY CHART:

Day #	Clue Delivered/ Online entry between 10:00:00 AM PT and 7:59:59 AM PT on:	Drawing Date	Winner Notified on or about:
1	9/30/14 – 10/1/14	10/1/14	10/1/14
2	10/1/14 – 10/2/14	10/2/14	10/2/14
3	10/2/14 – 10/3/14	10/3/14	10/3/14
4	10/3/14 – 10/4/14	10/4/14	10/4/14
5	10/4/14 – 10/5/14	10/5/14	10/5/14
6	10/5/14 – 10/6/14	10/6/14	10/6/14
7	10/6/14 – 10/7/14	10/7/14	10/7/14
8	10/7/14 – 10/8/14	10/8/14	10/8/14
9	10/8/14 – 10/9/14	10/9/14	10/9/14
10	10/9/14 – 10/10/14	10/10/14	10/10/14

Potential winners will be required to verify their names and mailing addresses within forty-eight (48) hours of notification prior to issuance of a prize. Non-compliance within this time frame, or if a prize or prize notification is returned as undeliverable, will result in an entrant being disqualified, and a prize awarded to a potential alternate winner. Allow 4-6 weeks for delivery of

prizes. Odds of winning a Daily Prize depend upon the number of eligible entries received for each Daily Drawing. Limit one Daily Prize awarded per person.

6. PRIZES: Day 1 through Day 9 – One (1) Daily Prize winner per day for a total of nine (9) Daily Prize winners: A 56th GRAMMY Awards Poster. Approximate Retail Value (ARV): \$18.35/each plus a 2014 GRAMMY CD. ARV: \$11.99/each; Total ARV: \$30.34/each. Day 10 – One (1) Daily Prize winner: A GRAMMY Swag Bag. ARV: \$100. Total ARV of all prizes: \$373.06

All taxes and any other costs not specifically stated within these Official Rules are the sole responsibility of the winners. Prizes are not transferable and no substitutions or cash equivalents are permitted, except that Sponsor at its sole discretion, may substitute the prize with a prize of equal or greater value. Specifics of the prizes are in Sponsor's sole discretion. All claimed prizes will be awarded. If winner is 18 years of age but deemed a minor in his/her state or place of residence, prize will be awarded in the name of a parent or legal guardian. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturers' terms and conditions, and winners agree to look solely to such manufacturers for any such warranty or guarantee claim.

7. CONDITIONS OF PARTICIPATION: By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. Use of any eBay Site and Sponsor's use of information submitted by entrants in connection with this Sweepstakes will be subject to the terms and conditions stated in these Official Rules as well as to the eBay Users Agreement and Privacy Policy available on the eBay Site. You will not be eligible for the Sweepstakes if your accounts on any eBay Site are not in good standing. In order for your accounts to be deemed in good standing as that term is used herein, you must not have a hold on your account and your account must not be suspended or past due as of September 30, 2014. By accepting a prize, a winner consents to the use of his/her name, image, likeness, photograph, voice and biographical material and entry submission for advertising, publicity and promotional purposes by Sponsor, or a party designated by Sponsor, in any and all media now or hereafter known including but not limited to, any online announcements, or for sharing this information with the press for viewing, whether TV or print, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Entrants agree that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between entrants and eBay in connection with this Sweepstakes. Entrants agree to waive any right to claim ambiguity in these Official Rules. Entrants agree that any and all disputes shall be governed by the laws of the State of California.

8. LIMITATION OF LIABILITY: ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, AND TENTHWAVE DIGITAL LLC, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, ADVERTISING AND PROMOTION AGENCIES AND TWITTER, INC., THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), INJURY, LOSS OR DAMAGES OF ANY KIND (COLLECTIVELY, "CLAIMS"), INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY

OR DEATH, RESULTING FROM PARTICIPATING IN THE SWEEPSTAKES OR ANY CLAIMS ARISING FROM THE ACCEPTANCE, POSSESSION, OR USE OR MISUSE OF ANY PRIZE AWARDED OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OR DAMAGE TO PROPERTY; AND CLAIMS BROUGHT BY THIRD PARTIES. ELIGIBLE PARTICIPANTS AGREE THAT RELEASEES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE SWEEPSTAKES OR THE PRIZE AWARDED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RELEASEES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE EBAY SITE OR ANY PROMOTIONAL WEB SITE AND RELEASEES SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. Releasees are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, garbled, damaged, stolen or misdirected entries or submissions, or problems of any kind, whether mechanical, human or electronic. Releasees are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, inability to access a website, inability to submit an entry, or fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an Eligible Participant's ability to participate in the Sweepstakes. Releasees are not responsible for late, lost, incomplete, illegible, damaged or misdirected entries. Entry materials that have been tampered with or altered are void. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of the Sweepstakes or modify these Official Rules at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if any virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Sweepstakes or for any other reason in its sole discretion. In such event, Sponsor may void any entries they suspect are at issue and award the prize from among all non-suspect eligible entries received up to the date of cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR ANY ONLINE SERVICE RELATED TO THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term or any other provision. Sponsor reserves the right to disqualify any entrant who violates the rules or interferes with the Sweepstakes in any manner. If an entrant is disqualified, Sponsor reserves the right to terminate such entrant's eligibility to participate in the

Sweepstakes. Any attempt by an individual to access any website associated with the Sweepstakes via a bot script or other brute force attack or any other unauthorized means will result in that individual's IP address and all entries from that IP address becoming ineligible. Use of automated entry devices or programs is prohibited.

Without limiting the generality of the foregoing, each Eligible Participant agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action that relate in any way to the Entry.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Sweepstakes, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason.

9. DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to: the Website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Official Rules.

10. WINNERS' LIST: For the names of the Daily Prize winners, available after October 31, 2014, mail a self-addressed, stamped envelope by November 15, 2014 to: eBay Giving Works GRAMMY Twitter Sweepstakes Winners, P. O. Box 997, Plainview, NY 11803-0997.

11. SPONSOR & ADMINISTRATOR: The Sponsor of this Sweepstakes is eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125. Administrator: Tenthwave Digital LLC, 35 Pinelawn Road, Suite 207W, Melville, NY 11747.

Twitter, Inc. is not a sponsor of this Sweepstakes and has not authorized or otherwise sanctioned or agreed to this Sweepstakes and/or the use of Twitter's name and/or service for the purposes set forth herein.

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