

## Official Sweepstakes Rules

### The Ultimate Night In

**1. DESCRIPTION: NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. "The Ultimate Night In" ("Sweepstakes") begins on November 27, 2012 at 12:01 a.m. ET and ends on December 7, 2012 11:59 p.m. ET (collectively, "Sweepstakes Period"). The administrator of this Sweepstakes is UrbanDaddy, Inc. ("Administrator") and the Sponsor of this Sweepstakes is UrbanDaddy, Inc. ("Sponsor") (and together, the "Sweepstakes Entities").

**2. HOW TO ENTER:** During the Sweepstakes Period, visit <http://www.urbandaddy.com/tx/seamless/signup> and follow the links and instructions to complete and submit the registration. Registration is free. You automatically will receive one (1) entry into the Sweepstakes each time you register during the Sweepstakes Period. Limit: one (1) registration per person and per email address per day during the Sweepstakes Period. For each friend you invite to enter the Sweepstakes through the method made available in the Sweepstakes entry pages, you can also obtain a "bonus" entry. Limit: six (6) bonus entries per person and per email address per day regardless of the method of obtaining such bonus entries (see mail-in option below. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and if detected will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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 winner may be required to show proof of being the authorized account holder.

To obtain bonus entries without inviting friends, type your name, address, date of birth, daytime and evening phone numbers into an email and send to [ultimatenightin@urbandaddy.com](mailto:ultimatenightin@urbandaddy.com). Your submission must be sent December 7, 2012 and received by Sponsor by December 10, 2012. Limit six (6) bonus entries per day per person.

Proof of transmission or emailing will not be deemed to be proof of receipt by Sponsor and Sponsor will not verify receipt of entries. Entries delayed past the applicable receipt deadline will not be accepted. Sweepstakes entries become the property of Sponsor. No mechanically reproduced or computer-generated requests other than email allowed. Sponsor's computer is the official time keeping device for the Sweepstakes. A "day" is defined by Eastern Time.

**3. ELIGIBILITY:** The Sweepstakes is open only to legal residents of the forty eight (48) contiguous United States and the District of Columbia who are at least 18 years old at the time of entry. Void in Alaska, Hawaii, and where prohibited. All federal, state, and local laws & regulations apply. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the Start Date, held

employment with or performed services for Employees of UrbanDaddy, Inc., Seamless or any of their respective distributors, retailers, or advertising or promotion agencies involved in the creation or administration of the Sweepstakes are not eligible to enter or win. Immediate family and household members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. 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 a prize is contingent upon fulfilling all requirements set forth herein.

**4. WINNER SELECTION AND NOTIFICATION:** Winner(s) shall be selected, on or about December 15, 2012 in a random drawing conducted by the Sweepstakes Administrator from all eligible entries. Winner(s) shall be notified by telephone, email and/or overnight mail on or after December 15, 2012. Selected Winner(s) shall be required to respond (as directed) to the notification within 3 days of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize and selection of an alternate winner. Prize winner may be required to verify address and to execute before a notary public and return within three (3) days an affidavit of eligibility and liability/publicity release covering eligibility, liability, advertising, publicity and media appearance issues, unless prohibited by law. Prize shall not be awarded until all such properly executed and notarized forms are returned.

**5. PRIZES:** Three (3) GRAND PRIZES: Each Prize Consists of the Following: (a) one (1) \$500 gift card from Seamless; and (b) one (1) \$500 gift card from UrbanDaddy. Actual Retail Value: \$1,000. Winners must execute liability/publicity releases prior to receipt of the prize. Prizes are 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.

**6. ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received. Sweepstakes is open to over 100 million Internet users in the United States.

**7. CONDITIONS OF PARTICIPATION/INDEMNIFICATION:** By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the Administrator, which shall be final in all respects. Sweepstakes is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating in this Sweepstakes and/or by accepting any prize that they may win, entrants agree that the Sweepstakes Entities and Seamless: their parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Indemnified Parties") shall not be liable for any and all actions, claims, including any third party claims, injury, loss or damage arising in any manner, directly or indirectly, arising from or relating to this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of any prize. Each entrant, including each prize winner, by participating in the Sweepstakes, agrees to fully indemnify each Indemnified Party from any and all such claims by third parties without limitation. Entrants authorize the Indemnified Parties to use their name, voice, likeness,

biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Indemnified Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit you from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives.

8. **RELEASE:** Entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Sponsor and Seamless, as well as their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, employees, officers, directors agents and prize suppliers, ("Released Parties"), from any and all actions, suits, damages, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, claims and demands whatsoever, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any prize, including any travel related activities.

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 or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion, in which case sponsor will award prizes among all eligible entries unaffected by the problem. 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 these Official Rules 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. 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 Southern District of New York or the appropriate New York State Court located in New York, New York; (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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. PRIVACY POLICY:** Any personal information supplied by you to Sponsor shall be subject to its privacy policy posted at <http://www.urbandaddy.com/privacypolicy>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for purposes of administering and conducting the Sweepstakes.

**12. ADMINISTRATOR:** UrbanDaddy, Inc., 900 Broadway, Suite 808, New York, NY 10003.

**13. SPONSOR:** UrbanDaddy, Inc., 900 Broadway, Suite 808, New York, NY 10003.

**14. WINNER LIST:** For the name of the Winner(s), available after December 10, 2012, send a stamped, self-addressed envelope to: Ultimate Night In Winner, c/o UrbanDaddy, Inc., 900 Broadway, Suite 808, New York, NY 10003 by December 7, 2012.