23andMe Jeopardy Homage Sweepstakes Official Rules

- 1. NO ENTRY FEE. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. ANSWERING ANY OR ALL QUESTIONS CORRECTLY DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.
- 2. <u>Eliqibility</u>: The 23andMe Jeopardy Homage Sweepstakes (the "*Sweepstakes*") is only open to legal residents of the U.S., age 18 or older, who have an active e-mail account and Internet access as of the beginning of the Sweepstakes period. Employees of 23andMe and its affiliates, subsidiaries, advertising and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the Sweepstakes. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules").
- 3. <u>To Enter</u>: To enter the Sweepstakes entrants must provide their name and email address to 23andMe in the space provided for that purpose, at any time during the Sweepstakes period. All entries must be received during the Sweepstakes period, which will begin on February 27, 2013 at 11:59:59 P.M. Pacific Standard Time (PST) and end on March 7, 2013 at 11:59 p.m. Pacific Standard Time (the "Sweepstakes Period"). Only one entry per person or email address.
- **4.** <u>Selection of Winners</u>: The winner will be randomly selected (using random.org) from the spreadsheet including all eligible entrants, on or about March 9, 2013. Winners will be notified by e-mail and required to sign a liability release within seven days or receiving the email. If the prize is refused or the winner fails to respond and claim it within the seven days, an alternate winner will be selected via a random drawing.
- **5.** <u>Prizes and Odds</u>: The eligible winner for this Sweepstakes will receive either one (1) \$25 Amazon gift card or one (1) 23andMe t-shirt (each, a "Prize"). Winners are solely responsible for any and all federal, state, and local taxes that apply to Prizes. No cash or other substitution of Prizes is permitted. 23andMe will not replace any lost or stolen Prizes. The odds of winning a Prize depend on the number of eligible entries.
- 6. <u>Notification of Winners</u>: Winners will be notified by e-mail within five (5) business days of selection. If a selected Winner cannot be contacted, is ineligible, and/or fails to claim a Prize, the Prize may be forfeited and an alternate Winner will be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail account specified in the entry. "*Authorized account holder*" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.
- 7. <u>General Rules</u>: By entering, you agree to be bound by these Official Rules. The Sweepstakes are offered by 23andMe, Inc., 1390 Shorebird Way, Mountain

- View, CA 94043, which is not responsible for late, lost, delayed, damaged, postage-due, incomplete, illegible, or misdirected entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise, or for theft or destruction or unauthorized access or alterations of entry materials, phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.
- **Additional Conditions**: Except where prohibited, by accepting any Prize, each Winner consents to the use by 23andMe of his/her name, photo and/or likeness, biographical information, and statements attributed to Winner (if true) for advertising and promotional purposes without additional compensation. All issues and questions in connection with these Sweepstakes shall be governed by, and construed with, the laws of California without giving effect to any choice of law or conflict of law rules.
- 9. Limitation of Liability: BY PARTICIPATING AND WINNING A PRIZE, WINNER RELEASES 23ANDME, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (THE "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY WITH RESPECT TO THESE SWEEPSTAKES OR THE USE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION (I) ANY CONDITION CAUSED BY EVENTS BEYOND 23ANDME'S CONTROL THAT MAY CAUSE THE SWEEPSTAKES TO BE DISRUPTED OR CORRUPTED; (II) ANY INJURIES, LOSSES, OR DAMAGES (COMPENSATORY, DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE) OF ANY KIND ARISING IN CONNECTION WITH OR AS A RESULT OF THE PRIZE, OR ACCEPTANCE, POSSESSION, OR USE OF THE PRIZE, OR FROM YOUR PARTICIPATION IN THESE SWEEPSTAKES; AND (III) ANY PRINTING OR **TYPOGRAPHICAL** ERRORS IN ANY MATERIALS ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$100. WITHOUT LIMITING THE FOREGOING, THIS EVENT AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- 10. <u>Decisions Final</u>: 23andMe's decisions in all respects relative to the Sweepstakes are final. 23andMe reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to the entrant. 23andMe reserves the right to disqualify any winner, as determined by 23andMe in its sole discretion. All federal, state, and local regulations apply.
- 11. Winner's List, Official Rules: For a list of Prize winners or a copy of these Official Rules, send your request and a stamped, self-addressed envelope to The 23andMe Jeopardy Homage Sweepstakes, 23andMe, Inc., 1390 Shorebird Way, Mountain View, CA 94043 or (for Winner's list only) send an email message to promotions@23andme.com with "Jeopardy Homage Sweepstakes" as the email subject

and the applicable month Sweepstakes in the body of the e-mail.