

23andMe New Kind of Family Portrait Contest 2014
Official Rules

NO ENTRY FEE. NO PURCHASE OR OBLIGATION NECESSARY TO PLAY OR WIN. VOID WHERE PROHIBITED. To enter the Contest, you must agree to the Rules. These Rules form a binding legal agreement between you and 23andMe with respect to the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

The **23andMe New Kind of Family Portrait Contest 2014** (the “Contest”) is designed to encourage US based individuals (each, an “Entrant” or “You”) to use their creativity to create an image that illustrates how their family’s traits and ancestry are shared and revealed in their DNA. The 23andMe team will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (the “Rules”).

1. Eligibility: The 23andMe New Kind of Family Portrait Contest (the “**Contest**”) is open to legal residents of the U.S. (except: (i) for residents of Maryland, where the Prize is not available due to state specific clinical laboratory testing statutes; and (ii) Residents of New York may participate and receive a Prize, but use of the Prize shall be subject to the rules set forth in the 23andMe website), age 18 or older, who have an active e-mail account and Internet access as of the beginning of the Contest period. Employees of 23andMe, Inc. advertising and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in the Contest. Participation in the Contest constitutes Entrant’s full and unconditional agreement to and acceptance of these Rules.

2. CONTEST PERIOD: The Contest begins on November 20, 2014 12pm PST in the United States and ends on December 3, 2014, 11:59pm PST (“Contest Period”). All entries must be received by 23andMe by 11:59 p.m. Pacific Standard Time on December 3rd, 2014.

3. To Enter: To enter, entrants must share an original photo on Facebook, Instagram or Twitter with the hashtag #FamilyDNA. Your photo needs to be publicly viewable in order to be a valid Entry and to win. On Facebook, share Your image on 23andMe’s Facebook wall to be eligible: facebook.com/23andMe On Instagram and Twitter: follow @23andMe to be eligible. The photo image needs to illustrate the traits and ancestry You share with your family that are revealed in your DNA. One entry per person.

4. Selection of Winners: Winners will be selected by a panel of 23andMe employees and notified via Facebook, Twitter or Instagram (the platform where they shared the photo).

5. Prizes and Odds: The eligible winner will receive a gift pack including four (4) 23andMe DNA kits (a “Prize”). The Winner is solely responsible for any and all federal, state, and local taxes that apply to the Prize. No cash or other substitution of the Prize is permitted. 23andMe will not replace any lost or stolen Prize. The odds of winning the Prize depend on the number of eligible entries.

6. Notification of Winners: The Winner will be notified via Facebook, Twitter or Instagram within (5) business days of selection (on December 10, 2014) If a selected Winner cannot be contacted, is ineligible, and/or fails to claim the Prize, the Prize may be forfeited and an alternate Winner will be selected from remaining valid, eligible entries timely submitted. No automatically generated entries will be accepted. Prizes are not transferable, redeemable for cash or exchangeable for any other prize.

7. General Rules: The Contest is 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.

The entry must not contain defamatory, obscene, provocative, sexually explicit or inappropriate content, in the sole discretion of 23andMe. The Entry should not infringe on the trademarks or copyrights of any person or entity. Work previously published in print or electronically will not be considered. By submitting each entry, you represent that you are the owner of the picture and/or have the right to submit it to this Contest. Each Entry must meet the requirements described above. For any questions about this Contest, email promotions@23andme.com.

8. Additional Conditions: Except where prohibited, by accepting any Prize, a 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. Each Entrant further consents and agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Image Entry, and that his or her submission will be displayed, used and copied by 23andMe for any marketing or promotional purpose, without

additional compensation. All submissions become property of 23andMe and none will be acknowledged or returned. Use of the Prize is subject to the 23andMe Terms and Conditions and Privacy Statement.

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 THIS CONTEST OR THE USE OF ANY PRIZE, INCLUDING WITHOUT LIMITATION (I) ANY CONDITION CAUSED BY EVENTS BEYOND 23ANDME'S CONTROL THAT MAY CAUSE THE CONTEST 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 THE CONTEST OR ANY ASPECT OF THE EVENT; AND (III) ANY PRINTING OR TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE CONTEST. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$50. 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. Decisions Final: 23andMe's decisions in all respects relative to the Contest are final. 23andMe reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest 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. Choice of Law: These Rules and the Contest are governed by the laws of the State of California without reference to the applicable choice of law provisions. All actions or proceedings relating to them will be instituted and prosecuted solely within the State of California, Santa Clara County.

12. 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 New Kind of Family Portrait Contest, 23andMe, Inc., 1390 Shorebird Way, Mountain View, CA 94043 or (for Winner's list only) send an email message to promotions@23andme.com with "New Kind of Family Portrait Contest Winner's list" as the email subject and the applicable month Contest in the body of the e-mail.