

## CoPilot “WIN a brand new CoPilot-ready iPhone 6!ALK Technologies Ltd, Sweepstakes: Terms and Conditions

1. Eligibility: CoPilot “ WIN a brand new CoPilot-ready iPhone 6!” Sweepstakes (entitled “WIN a brand new CoPilot-ready iPhone 6!”), also called “Sweepstakes”, are open only to individuals who are 18 years of age or older and have physical mailing address (no P.O.BOX). Employees of ALK Technologies, its advertising or promotion agencies, those involved in the production, development, implementation or handling of this Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, suppliers any other person or entity associated with Sweepstakes and/or the immediate family (spouse, parents, siblings and children) of each such employee (collectively “Sweepstakes Entities”), are not eligible.

2. Agreement to Terms and Conditions: Participation in Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Terms and Conditions and the decisions of ALK Technologies (the “Sponsor”), which are final and binding. Winning is contingent upon fulfilling all requirements set forth herein.

3. Entry Period: The Sweepstakes start on 17th September 2014 and end on 30th September 2014 (the “Entry Period”).

4. Prize and Territory election: The main residence (“Main Residence”) of the Participant shall delimit the Sweepstakes Prize (the “Prize”). The Prize of the Sweepstakes is a CoPilot Premium app and an iPhone 6.

5. Sweepstakes Entry/Submission: To enter the Sweepstakes follow directions on the applicable CoPilot Blog (<http://blog.copilotlive.com/uk/> or <http://blog.copilotlive.com/na/> ). The use of any agencies or automated software to submit entries will void all entries submitted by that person. Only one participation is allowed per physical person.

6. Winner Selection: Winner(s) will be selected via random drawing. The odds of being selected shall depend on the number of eligible entries received. Potential winner(s) will be contacted via email and will be asked to provide their first and last names, age, and main residency address. If a potential winner does not respond within the timeframe stated in the notification or has entered more than once, the Sponsor may select an alternate potential winner in his/her place at random from all entries received during the Entry Period.

7. Requirements of the Potential Winners: Except where prohibited, the potential winner(s) may be required to complete and return an affidavit of residency, eligibility and liability/publicity release (the “Affidavit/Release”) within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant may be selected in his/her place.

8. Prize(s): The prize(s) are located on the CoPilot Live blog page (<http://blog.copilotlive.com/uk/> or <http://blog.copilotlive.com/na/>). No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is solely responsible for reporting and paying any and all taxes and fees associated with receipt or use of a prize. The winner of any prize awarded shall be responsible for reporting the tax value as required by law.

9. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Terms and Conditions; or (b) award the prize at random from among the eligible entries received up to the time of the impairment.

The 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 Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

In case of a dispute as to the owner of an entry, entry will be deemed to have been submitted by the authorized account holder of the screen name from which the entry is made. The authorized account holder is defined as the natural person with proof of Main Residence, who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

10. Release and Limitations of Liability: By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor and the Sweepstakes Entities from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) lost, late, misdirected, or undeliverable email; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) or injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt and use of any prize.

Entrant further agrees that in any cause of action, the Sponsor's and Sweepstakes Entities' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sponsor or Sweepstakes Entities be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. SPONSOR AND ITS SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION OR THE SWEEPSTAKES; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION OR THE SWEEPSTAKES, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SPONSOR OR SWEEPSTAKES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES, TERRITORIES AND COUNTRIES DO NOT ALLOW CERTAIN LIABILITY EXCLUSIONS OR DAMAGES LIMITATIONS, SO TO THAT EXTENT THE ABOVE MAY NOT APPLY TO YOU.

11. Disputes: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court

located in England in accordance to Laws of England and Wales. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any choice of law or conflict of law rules

12. Publicity: Participation in the Sweepstakes constitutes Winner's consent to Sponsor's use of Winner's name, likeness, picture, portrait, voice, opinions, biographical information and state of residence for promotional, publicity or advertising purposes worldwide in any media and on the World Wide Web, in perpetuity, without further payment, consideration, review or consent (where allowable).

13. Sweepstakes Results: The names of winners will be made public on the CoPilot Facebook page within 7 days of choosing a winner.

14. Delivery: The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, email, courier, express, electronic transmission, or other delivery method.

15. Decisions: The Sponsor reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Sweepstakes, or obtained winner status using fraudulent means. Further, the Sponsor will resolve any disputes; conflicting claims or ambiguities concerning the Terms and Conditions and the Sponsor's decisions concerning such disputes shall be final. All decisions will be made by the Sponsor and are final. The Sponsor may waive any of these rules in its sole discretion.

16. Miscellaneous: No purchase necessary to participate or win. Void where prohibited. Odds of winning depend upon the number of participants. The Sponsor may substitute prizes of equivalent value, amend the rules or discontinue the Sweepstakes at any time. The Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of this Sweepstakes.

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Reference:

<https://developer.apple.com//app-store/marketing/guidelines/#legal>