

iPhone 6 64GB Space Gray + iPhone 6 Plus 64GB Space Gray Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. ONLINE ACCESS REQUIRED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH OFFERPOP CORPORATION (“OFFERPOP”).

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. Groupon’s iPhone 6 64GB Space Grey + iPhone 6 Plus 64GB Space Grey Sweepstakes (the “Sweepstakes”) is open only to individuals who are at least eighteen (18) years of age or older at the time of entry and legal residents and physically located in the United States (excluding Puerto Rico and the US Virgin Island). Employees, officers and directors of Groupon, Inc. (“Sponsor”), its parent, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively, the “Sweepstakes Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law.

2. Sweepstakes Period. The Sweepstakes begins on or about 12:00 a.m. Pacific Standard Time (“PST”) on November, 21, 2014 and ends on or about 11:59 p.m. PT on November, 27, 2014 (the “Sweepstakes Period”).

3. How to Enter. You can enter the Sweepstakes by visiting <http://www.groupon.com/deals/groupon-chicago-8> (the “Sweepstakes Website”) and following the instructions to: (i) “buy” the \$0 deal providing the information requested on the Sweepstakes Page; and/or (ii) to share the Sweepstakes Website with your friends. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

Limit of two (2) entries per person. Attempts made by the same individual to submit multiple entries by using multiple or false contact information (e.g., through multiple accounts or using multiple identities) or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor’s sole and absolute discretion. All materials submitted become the property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder, and/or at Sponsor’s discretion, of the email address associated with the entry for the domain associated with the submitted address provided that person is eligible. Potential winners may be required to show proof of being the

registered account holder. Registered e-mail account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. For purposes of this Sweepstakes, an online entry is "received" when the Sponsor's servers record the entry information. Proof of sending (such as an automated computer receipt confirming entry or "thanks for entering" message) does not constitute proof of actual receipt of an entry for purposes of this Sweepstakes. The Sponsor's database clock will be the official timekeeper for this Sweepstakes. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

4. Winner Selection and Prize Claiming. On or about December, 3, 2014, Sponsor will randomly select one (1) entry from all the entries received during the Sweepstakes Period and such entry shall be the potential "**Winner**".

Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final. The potential winner will be notified using the information provided during entry in a commercially reasonable time after the drawing. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call/voicemail. A potential prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

The potential winner shall have seventy-two (72) hours after notification to claim their prize. In addition, the potential winner may be required to agree to an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "**Affidavit**") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize. If any potential prize winner fails to comply with these Official Rules or fails or refuses to sign and return such Affidavit as and when required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Parents or legal guardians of any prize winner under the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the prize winner to be qualified to receive their prize. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

5. Odds. Odds of winning will depend upon the total number of eligible entries received.

6. Prizes and Value. The Winner shall receive the following prize package, with a total approximate retail value ("ARV") of one thousand five hundred ninety eight Dollars (\$1598.00)(USD):

Item	ARV
iPhone 6 64GB Space Gray	\$749.00

iPhone 6 Plus 64GB Space Gray	\$849.00

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with their prize, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a prize winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to disqualify winner from receiving his/her prize. The prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize received. Unclaimed prize(s) will be forfeited. Prize, if legitimately claimed, will be awarded. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the prize. Sponsor is not responsible for and winner will not receive the difference, in any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Prize will only be credited to verified winner's Groupon account, except in Sponsor's sole and absolute discretion. The total ARV of all of the prizes awarded in this Sweepstakes is one thousand five hundred ninety eight Dollars (\$1598.00)(USD).

7. Publicity Release. Subject to applicable law, winner irrevocably grants the Sweepstakes Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use his/her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize to the winner. Entrants agree not to issue any publicity concerning the Sweepstakes Entities.

8. Tampering with Sweepstakes. The Sweepstakes Entities are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR APPLICATION (INCLUDING THE SWEEPSTAKES WEBSITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

9. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

10. Waivers, Disclaimers and Releases. By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless the Sweepstakes Entities, Offerpop, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Sweepstakes and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize). Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prizes provided in connection with the Sweepstakes; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access any applicable Sweepstakes Website, or Sponsor or affiliated entities' respective websites, or any online service, via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

11. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner list.

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Offerpop and any references to any of Sponsor’s products, services, or offerings by trade name, trademark, manufacturer, supplier or otherwise do not constitute or imply endorsement, sponsorship or recommendation thereof by such parties or each of their affiliates. In connection with your use of the Sweepstakes Website, we are collecting non-public personally identifiable information about entrants in connection with the operation of the Sweepstakes. Entrants consent to the use of their information by Sponsor in accordance with Sponsor’s Privacy Policy (accessible at <http://www.groupon.com/privacy>) and further consent to Offerpop’s use of their information consistent with Offerpop’s Privacy Policy (accessible at <http://www.offerpop.com/privacy-policy.html>). Entrants agree that both Sponsor and Offerpop may use his/her information for statistical purposes as well. Any questions, comments or complaints regarding this Sweepstakes (including regarding information about you collected in connection with the Sweepstakes) shall be directed to the Sponsor at the address below.

12. Dispute Resolution.

A. Binding Arbitration. By entering the Sweepstakes, you agree that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a dispute in a small claims court in Cook County, Illinois. By entering the Sweepstakes, you are giving up the right to go to court and have a dispute heard by a judge or jury (except as otherwise set forth in this Section 12(A) or Section 12(D)). The provisions of this Section 12 shall constitute your written agreement to arbitrate disputes under the Federal Arbitration Act (“Agreement”). The arbitration will be administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to its rules, including the AAA’s Supplementary Procedures for Consumer-Related disputes, available at <http://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by these Official Rules, apply applicable law and the facts, and issue a reasoned award.

To begin an arbitration proceeding, you must comply with the limitations provision set forth in Section 12(E) and submit the dispute by utilizing the forms available at <http://www.adr.org>, and simultaneously sending a copy of the completed form to the following address: C T Corporation System, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules. Groupon will reimburse those fees for disputes totaling less than \$10,000 unless the arbitrator determines the dispute is frivolous. Likewise, Groupon will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the dispute is frivolous. The arbitration will be conducted by a sole arbitrator based upon written submissions unless you request and/or the arbitrator determines that a telephone or in-person hearing is necessary. If the arbitrator grants the request or determines an in-person hearing is necessary, the hearing will proceed in Chicago, Illinois, unless the arbitrator determines or we agree that the matter should proceed in the county in which you reside.

B. No Class Action Matters. We each agree that we shall bring any dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated or representative action. The arbitrator does not have the power to vary these provisions.

C. Choice of Law and Forum; No Jury Trial. If for any reason a dispute proceeds in court: (i) you agree that any such dispute may only be instituted in a state or federal court in Cook County, Illinois; (ii) you and Groupon irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for

resolution of such disputes; (iii) you and Groupon agree that the Federal Arbitration Act, the AAA rules, applicable federal law and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern these Official Rules and any disputes; and (iv) you and Groupon agree to waive any right to a trial by jury.

D. Injunctive Relief. Notwithstanding anything to the contrary in these Official Rules, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's intellectual property.

E. Time Limitations. If either of us wants to assert a dispute against the other, the party with a dispute must institute arbitration within one (1) year from the date the dispute arose. Absent commencing the arbitration within one (1) year from the date the dispute arose, the dispute(s) will be forever barred.

F. Severability. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. Name of Sweepstakes Winner/Official Rules Requests. To receive the name of the winner, send a stamped self-addressed envelope prior to six (6) months after the end of the Sweepstakes Period: "Sweepstakes Winners List", Groupon, Inc., 600 West Chicago Avenue, Ste. 400, Chicago, IL 60654. Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Official Rules", Groupon, Inc., 600 West Chicago Avenue, Ste. 400, Chicago, IL 60654 prior to the end of the Sweepstakes Period. Please be sure to indicate which Sweepstakes Official Rules you are requesting by referencing the name of the Sweepstakes in your request. Vermont residents may omit return postage with Official Rules requests.

14. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any applicable Sweepstakes Website, or otherwise, and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

15. Sponsor. This Sweepstakes is sponsored by Groupon, Inc., 600 West Chicago Avenue, Ste. 400, Chicago, IL 60654. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.

//End of Official Rules//