

23andMe, Inc.
23andMe “DNA DAY EDUCATOR SWEEPSTAKES”
OFFICIAL RULES

To enter this Sweepstakes, you must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS, AND A VALID EMAIL ADDRESS TO PARTICIPATE.

ELIGIBILITY: SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE AND WHO ARE EDUCATORS OF A U.S. ACCREDITED EDUCATIONAL ORGANIZATION AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

1. **Sponsor:** 23andMe, Inc., 899 W. Evelyn Ave. Mountain View, CA 94041 (“Sponsor”).
2. **Administrator:** LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001 (“Administrator”).
3. **Eligibility:** The 23andMe DNA Day Educator Sweepstakes (“Sweepstakes”) is open only to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age (or the age of majority in the jurisdiction of their residence, whichever is older), who are educators of a U.S. accredited educational organization. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for Sponsor, Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and/or their respective parent, subsidiary, affiliated and successor companies (collectively, the “Promotion Entities”), and immediate family and household members of such individuals, are not eligible to enter. “Immediate family members” shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not. Void where prohibited or restricted by law.
4. **Sweepstakes Entry:** You will automatically be entered for a chance to win when you sign up for the 23andMe Education Program between 12:00 am Pacific Time (“PT”) on April 25, 2017 and 11:59 pm PT on May 31, 2017 (“Promotion Period”). Administrator’s computer is the official clock for this Sweepstakes.

Limit one (1) entry per person during the Promotion Period, regardless of the number of email addresses or accounts a person may have.

Multiple entries in excess of this limitation or mass entry attempts will result in disqualification of all entries by such person. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Incomplete entries will be disqualified. Proof of entering information at the Website or entry form is not considered proof of delivery or receipt of such entry. Personal information collected in connection with this Sweepstakes will be treated in accordance with the Sponsor’s Privacy Policy.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prize by means of a random drawing comprised of all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the prize for such affected drawing in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on <http://www.23andme.com/education>. Without limitation of any other term here, Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, technical failures of any kind (including but not limited to electronic malfunction or damage of any network, hardware or software), any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in this Sweepstakes.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 5. Random Drawing/Odds:** Potential winners will be selected via a random drawing, on or about 6/7/17 from among all eligible entries received during the Promotion Period. The random drawing will be conducted by LeadDog Marketing Group, an independent judging organization/Administrator whose decisions are final and binding on all matters related to the Sweepstakes.

Odds of winning a prize depends on total number of eligible entries received during the Promotion Period.

- 6. Winner Notification:** Potential winners will be notified by e-mail/phone on or about 6/17/17. Failure to respond to the initial notification e-mail within three (3) business days after transmission to the potential winner or return of the e-mail notification as undeliverable after two (2) attempts will result in disqualification and award of the prize to an alternate winner. Potential winner may be required to complete, sign and return within three (3) business days of transmission, an Affidavit of Eligibility, a Liability Release and Indemnification, and a Publicity Release, where allowed by law. If potential winner does not respond to the initial notification attempt within three (3) business days after transmission as set forth

above, if Affidavit of Eligibility, Liability Release and Indemnification and Publicity Release documents are not returned to Administrator within the specified time period (if applicable), if any prize notification or prize is returned as non-deliverable, if potential winner is found to be ineligible or otherwise not in compliance with these Official Rules, or if potential winner does not accept the prize for any reason, prize may be forfeited and potential winner may be disqualified. If a potential winner is disqualified for any reason, prize will be awarded to an alternate winner selected from all remaining eligible entries received during the Promotion Period. In the event of any dispute concerning the identity of any entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "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.

7. **Prizes, Approximate Retail Values and Odds:** One Grand Prize: One (1) 23andMe Health + Ancestry Service (ARV: \$199.00); One-hundred (100) Carpe Meum limited edition t-shirts (ARV: \$10.00 each). Total ARV of all prizes: \$1,199.00.

Odds of winning a prize depends on total number of eligible entries received. By accepting a Health + Ancestry service, the winner agrees to Sponsor's Terms of Service available at <https://www.23andme.com/about/tos/> ("TOS"). Winners are not entitled to exchange or transfer prize or to obtain cash or other substitutes. But, in the unlikely event a prize is unavailable for any reason, Sponsor reserves the right to substitute a prize of equal or greater value; Sponsor shall use commercially reasonable efforts to award as the substitute prize an item that is similar in kind to the pictured but unavailable prize with the determination of similarity being made by Sponsor in its sole discretion. Prize will only be delivered to street address within the United States. **Limit of one (1) prize per person. Federal, state and local taxes are the sole responsibility of the winner.**

8. **Conditions and Limitations of Liability:** By participating in this Sweepstakes, Entrants agree to release and hold harmless the Promotion Entities, as well as each of their respective officers, directors, employees, agents and representatives and each of their respective successors, representatives and assigns, (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, receipt, possession or use/misuse of any prize. By entering, Entrants also authorize the Sponsor and its designees to use their name, voice, likeness, photograph, prize information (if applicable), biographical data and city and state of residence in programming, advertising and/or promotional material or on a winners' list (if applicable) without compensation to the extent permitted 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 obligation or compensation. Sweepstakes subject to the laws of the United States only. All federal, state and local laws and regulations apply. All entries become the property of the Sponsor.

Sponsor and its agencies are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind affecting the Sweepstakes in any manner, including but not limited to electronic malfunction or damage of any network, hardware or software. The foregoing also includes any malfunction/error/failure deemed by Sponsor/Administrator in the sole discretion of either party to impact the availability or accessibility of the Entry submitted by Entrants or the transmission or receipt of winner notifications. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (including entries or otherwise), Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserves the right to conduct the Sweepstakes and award the prize/prizes by means of a random drawing from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on the www.23andme.com/education for 23andMe. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or loss, destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic Entry or participation to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any person's computer or wireless mobile device related to or resulting from participation in or downloading any materials from this Sweepstakes. Failure of Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

Persons entering the Sweepstakes further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE (INCLUDING MOBILE WEBSITES) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY PERSON MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

9. **Disputes:** To the fullest extent permitted by law, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the awarding of prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of 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.

10. **Privacy Policy:** The Entry information provided is subject to the Sponsor's Privacy Policy available at <https://www.23andme.com/privacy/>
11. **Winners' List:** For the names of winners, mail a self-addressed, stamped envelope to: 23andMe DNA Day Educator Sweepstakes Winners, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001, for receipt no later than 6/7/17.