

Activate & Win Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Activate & Win Sweepstakes (the "Sweepstakes") is open only to legal residents of the United States (including the District of Columbia, Puerto Rico and U.S. territories and possessions) who are at least thirteen (13) years old and fully enrolled Plenti member at the time of entry. An eligible minor should have his/her parent's or legal guardian's permission to participate. Employees of American Express Travel Related Services Company, Inc. ("Sponsor"), HelloWorld, Inc. ("Administrator"), AT&T Mobility LLC, Macy's, Inc., Rite Aid Hdqtrs. Corp, Nationwide Mutual Insurance Company, ExxonMobil Oil Corporation, Direct Energy Services, LLC, Hulu LLC, Brinker International, Inc., Southeastern Grocers, LLC, Expedia, Inc., Enterprise Holdings Inc. (collectively, "Plenti Partners"), and any other entities or persons associated with the Sweepstakes and their respective parents, affiliates, subsidiaries and advertising and promotion agencies, as well as the immediate family (spouse or significant other, parents, siblings and children and their respective spouses or significant others, regardless of where they reside) and household members of each such individual, whether or not related, are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Individuals who are employed by any local, state or federal government office or agency, elected officials and individuals listed on the OFAC Specially Designated Nationals and Blocked Persons (SDN) List are also not eligible. Participation constitutes entrant's (and, if an eligible minor, his/her parent or legal guardian's) full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. If an entrant (or, if an eligible minor, his/her parent or legal guardian) does not agree to the terms of these Official Rules, entrant must not participate in this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: American Express Travel Related Services Company, Inc., 200 Vesey Street, New York, NY 10285. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on August 10, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on August 30, 2017 at 11:59 p.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit www.plenti.com and follow the links and instructions to fully enroll in Plenti, if you have previously not completed the enrollment process. Signing up for Plenti is free. Even if you obtained a Plenti card from a participating retailer, you must finish enrolling at Plenti.com or via the Plenti mobile app in order to enter this Sweepstakes. Once you have enrolled, follow the links and instructions from the Plenti.com home page to locate the "Sweepstakes tile" and click on "activate" to enter the Sweepstakes. You will automatically receive one (1) entry into the Sweepstakes

Limit: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address or Plenti account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries, and that entrant may be disqualified. Use of any automated system to participate or subvert the entry process is prohibited and will result in disqualification, and all associated entries will be void. In the event of a dispute as to any registration, the authorized account holder of the Plenti account used to register will be deemed to be the entrant, and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned the Plenti account by the program provider. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawing: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around September 6, 2017. The potential winners will be notified by email. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where

not prohibited a Publicity Release ("Declaration") which must be received by Administrator, within four (4) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (as applicable), is employed by a local, state or federal government office or agency, is an elected official, is listed on the OFAC Specially Designated Nationals and Blocked Persons (SDN) List, or the prize is returned as undeliverable, the potential winner will be disqualified and forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Up to three (3) alternate drawings will be held, after which the prize will remain un-awarded. If a winner is an eligible minor, Sponsor reserves the right to award the prize to his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

6. Prizes: ONE (1) GRAND PRIZE: 1,000,000 Plenti points. Approximate Retail Value ("ARV"): \$10,000.
ONE HUNDRED (100) FIRST PRIZES: 10,000 Plenti points. ARV: \$100

For All Prizes: Prizes will be deposited into winner's Plenti account within 8-10 weeks promotion conclusion. Please note if you have pooled your Plenti account with other Plenti members, points won in connection with this Sweepstakes will be deposited into your pooled account, and the pooled members will also be able to use the pooled Points. To see additional terms related to account pooling, please review the Plenti terms at www.plenti.com/terms. Visit Plenti.com/terms for Plenti terms, including points redemption instructions and limitations. Daily redemption thresholds apply for certain retailers participating in the Plenti program. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of comparable or greater value, in its sole discretion. Prizes cannot be redeemed for cash. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes: \$20,000.

7. Release: By entering, entrants (and, if eligible minors, their parents or legal guardians agree) agree to release and hold harmless Sponsor, Administrator, Plenti Partners, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's (and, if an eligible minor, his/her parent's or legal guardian's) consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state, in any manner, for advertising, promotional and other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, randomly determine the potential winners from among all non-suspect, eligible entries received up to time of such action or as deemed otherwise fair and appropriate by Sponsor. 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 the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, typographical, printing or other errors or by any of the equipment or

programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, stolen, inaccurate, garbled, delayed, misdirected, damaged or stolen registrations, entries or mail; or (6) any 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 or use or misuse of any prize (including any travel or activity related thereto). If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: This Sweepstakes, all entries and these Official Rules shall be governed by and interpreted under the laws of the State of New York without regard to its conflicts of laws provisions. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Sweepstakes, any entries or these Official Rules shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or the American Arbitration Association ("AAA"), as selected by the entrant. In addition to JAMS or AAA, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by entrant and Sponsor, or to an arbitration organization or arbitrator(s) appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. Sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the restrictions on arbitration provision set forth below. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Official Rules and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

12. Entrant's Personal Information: By entering this Sweepstakes, you agree to receive follow-up communications regarding this Sweepstakes from or on behalf of American Express, such as email communication from Administrator, HelloWorld to confirm or notify winners. For information about how we protect your privacy, please read our Privacy Statement (incorporated herein by reference): www.plenti.com/onlineprivacystatement.

13. Winners List: For a winners list, visit <http://bit.ly/2uuyqS7>. The winners list will be posted after the Grand Prize winner is confirmed.