The TD Ameritrade 2014 Team USA Twitter Sweepstakes Official Rules

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

Twitter account and internet connection required for entry. You must be a Twitter follower of @tdameritrade in order to enter and receive prize notification and other important information. By entering, you agree to the decisions of Sponsor, which are final in all matters relating to this Sweepstakes. VOID WHERE PROHIBITED.

Eligibility: The TD Ameritrade 2014 Team USA Twitter Sweepstakes (the 1. "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Entrants must be members in good standing of Twitter. Employees of Sponsor, Administrator, Huge LLC, and their respective parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant'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. Winning a prize is contingent upon fulfilling all requirements set forth herein. If you are a minor in your state of residence, your parent/legal guardian must agree to these Official Rules along with an on behalf of you. All of your rights and responsibilities under these Official Rules are conferred and assumed respectively by your parent or legal guardian.

2. Sponsor: TD Ameritrade, Inc., 200 South 108th Avenue, Omaha, NE 68154. **Administrator**: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on December 16, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on February 2, 2014 at 11:59 p.m. ET (the "Promotion Period") and consists of seven (7) weeks (each a "Weekly Entry Period"), as outlined in the chart below.

Weekly Entry Period	Start Date (12:00 a.m. ET)	End Date (11:59 p.m. ET)	Approximate Drawing Date
1	December 23, 2013	January 5, 2014	January 9, 2014
2	January 6, 2014	January 12, 2014	January 16, 2014
3	January 13, 2014	January 19, 2014	January 23, 2014
4	January 20, 2014	January 26, 2014	January 30, 2014
5	January 27, 2014	February 2, 2014	February 6, 2014
6	February 3, 2014	February 9, 2014	February 13, 2014
7	February 10, 2014	February 16, 2014	February 20, 2014

Twitter's servers are the official time-keeping device for the Sweepstakes.

4. How to Enter: To enter, you must first log-in to or create your Twitter account. Creating a Twitter account is free, but is subject to its terms and conditions (<u>https://twitter.com/tos</u>). During each Weekly Entry Period, Sponsor will tweet about the Sweepstakes from its Twitter handle (@tdameritrade), including the following information: (i) the hashtag #itaddsup; (ii) the prize associated with that Weekly Entry Period; and (iii) a

link to these Official Rules (http://bit.ly/tdarules) (the "Sweepstakes Tweet"). To receive one (1) entry into a Weekly Entry Period drawing:

- (1) "Follow" @tdameritrade on Twitter; and
- (2) Retweet the applicable Sweepstakes Tweet.

To assess to the current Weekly Entry Period's Tweet, please reference the Sponsor's Twitter page: <u>https://twitter.com/tdameritrade</u>. Retweets may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any entrant where it finds the retweet unlawful, or in violation of these Official Rules, all in its sole discretion.

If you post updates to or receive updates from www.twitter.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.

Limit: You may enter one (1) time per day during each Weekly Entry Period. Non-winning entries will not roll-over to subsequent Weekly Entry Period drawings. Multiple entrants are not permitted to share the same Twitter account or email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, Twitter accounts, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the Twitter account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawings: 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 each Weekly Entry Period, on or around the associated Drawing dates set forth in the chart in Section 3 above. Non-winning entries will not roll-over to subsequent Weekly Entry Period drawings. Sponsor will send a direct message from @tdameritrade to the potential winner's Twitter account used to enter the Sweepstakes with instructions on how to claim his/her prize. In order to receive the direct message, the potential winner's "Tweet Privacy" Account setting must be "unchecked." The potential winners must follow the prize claim instructions provided as part of the direct message and any subsequent claim instructions, or prize will be forfeited in its entirety. Except where prohibited, the potential winners (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 and Publicity Release ("Declaration") and a W-9 tax form, which must be received by Administrator, within seven (7) 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 and/or W-9 or provide any other requested information within the required time period, or the prize is returned as undeliverable, the potential winner 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. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes:

ONE (1) WEEK 1 PRIZE: Autographed Ryan Callahan hockey stick. Approximate Retail Value ("ARV"): \$200.

ONE (1) WEEK 2 PRIZE: Autographed Patrick Daneen pair of gloves. ARV: \$125.

ONE (1) WEEK 3 PRIZE: Autographed Louie Vito snowboard. ARV: \$650.

ONE (1) WEEK 4 PRIZE: Autographed J.R. Celski speed skating helmet. ARV: \$150.

<u>ONE (1) WEEK 5 PRIZE</u>: Two (2) autographed Noelle Pikus Pace skeleton race bibs. ARV: \$150.

ONE (1) WEEK 6 PRIZE: Two (2) autographed Tim Burke biathlon race bibs. ARV: \$150.

ONE (1) WEEK 7 PRIZE: Autographed Danelle Umstead pair of ski goggles. ARV: \$120.

Total ARV of all prizes: \$1,545.

<u>For all Prizes</u>: All features and details of the prizes will be determined by Sponsor in its sole discretion. 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 equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The prizes are provided as-is without warranty, representation or guarantee, express or implied, in fact or in law, whether now known or enacted in the future, relative to the use or enjoyment of the prize, including, without limitation, its quality, merchantability or fitness for a particular purpose. Odds of winning a prize depend on the number of eligible entries received during the applicable Weekly Entry Period. Limit: one (1) prize per person during the Sweepstakes.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Huge LLC, The United States Olympic Committee, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's 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 consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any actual or suspected 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. In such event, 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. 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. 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 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, printing 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) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen 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. 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. 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: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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 Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: By entering, you give consent for Administrator and Sponsor to use the information associated with your Twitter account, and your personal information if you are declared a potential winner, for purposes of administering the Sweepstakes and to comply with applicable laws, regulations and rules. Your information is

subject to Administrator's Privacy Policy <u>http://www.eprize.com/privacy-policy</u> and Sponsor's Privacy Policy <u>https://www.tdameritrade.com/privacy</u>.

13. Winner List: For a winner list, visit <u>http://bit.ly/I5SsqK</u>. The winner list will be posted after winner confirmation is complete.

14. Other: TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc. and The Toronto-Dominion Bank. TD Ameritrade, Inc., member FINRA/SIPC/NFA. This is not an offer or solicitation for brokerage services, investment advisory services, or other products or services in any jurisdiction where we are not authorized to do business or where such offer or solicitation would be contrary to the securities laws or other local laws and regulations of that jurisdiction. The Sweepstakes is not sponsored, endorsed or administered by Twitter, nor is Twitter associated with the Sweepstakes in any way.

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