

**THE PROMOTION**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF GAME PLAY, WHO ARE EBAY USERS AS OF OCTOBER 9, 2013, AND WHO RECEIVED AN E-MAIL INVITATION FROM THE SPONSOR.**

**VOID IN PUERTO RICO AND ALL U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Promotion ("Promotion") is sponsored by eBay, Inc. ("Sponsor"), 2065 Hamilton Ave., San Jose, CA 95125, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION TIMING:** The Promotion begins on Monday, October 21, 2013, at 12:00:01 AM Pacific Time ("PT") and ends on Sunday, November 3, 2013 at 11:59:59PM PT ("Promotion Period"). The Administrator's computer is the official Promotion clock.
- 2. ELIGIBILITY:** The Promotion is offered only to: (i) legal residents of the 50 United States and the District of Columbia, (ii) who are at least 18 years of age at time of Game Play, as defined below, and (iii) who are eBay users as of October 9, 2013, as defined in eBay's User Agreement, and (iv) who receive an e-mail invitation from the Sponsor to participate in the Promotion ("Invitation"). Void in Puerto Rico, all United States Territories and Possessions and overseas military installations (located outside of the 50 states of the United States and the District of Columbia), and where prohibited or restricted by law. All federal, state and local laws apply.

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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

- 3. HOW TO PLAY:** During the Promotion Period, upon receiving an Invitation, an eligible entrant may enter in one of two ways:
  - A. List an item on eBay.** There is no fee to become an eBay user and all eligible entrants may list up to fifty (50) items for free each month. If your item sells, we'll charge you a fee that's a percentage of the total amount the buyer pays you. An item must be listed on eBay and the entrant must receive an eBay Item Number to participate in the Promotion. No actual sale of any item is required in order to receive an eBay Item Number or to participate in this Promotion. Log on to [ebay.prizelogic.com](http://ebay.prizelogic.com) ("Website") by using his or her valid eBay User ID and eBay Item Number from an active listing. The entrant must indicate acceptance of these Official Rules. The entrant will then be taken to an on-screen game ("Game") and be prompted to play the Game by spinning a wheel ("Game Play"). After an entrant completes a Game Play, the entrant will receive notification on the Website screen as to whether he/she has won ("Winner Notification"). Sponsor will also notify the

potential winners via e-mail to the e-mail address that the entrant has established with the Sponsor. Each entrant who receives a “win” message will be deemed a potential winner pending confirmation and verification of the entrant’s eligibility and compliance with these Official Rules as determined by Sponsor in its sole discretion. Each eBay Item Number may only be used once during the Promotion Period. *For example, if an entrant has one eBay Item Number, he/she may enter only one time during the Promotion Period.*

- B. How to Play without an active listing on eBay:** During the Promotion Period, upon receiving an Invitation, an eligible entrant may log on to the Website by using his or her valid eBay User ID and insert the following code where instructed to provide his/her eBay Item Number: “91231111199”. The code may be used more than once. Along with inserting the code, the entrant must follow the instructions set forth above in this Section 3 to play the Game.

**LIMIT:** Regardless of the method used to obtain an Item Number or alternative code, each entrant may only enter the Promotion and play the Game a maximum of three (3) times during the entire Promotion Period.

If it is discovered or suspected, in Sponsor’s sole discretion, that an entrant has registered or attempted to obtain Game Plays using multiple e-mail addresses, eBay Item Numbers, or identities, or if an entrant plays or attempts to receive more than one (1) Game Play per Item Number or in excess of the three (3) Game Play maximum, all of that entrant’s Game Plays, in Sponsor’s sole discretion, may be declared null and void and any prize(s) he or she might have been entitled to will not be awarded to him or her. Use of any automated system to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

**4. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:**

- A. Prizes:** On the first Game Play, every eligible entrant is guaranteed to either win a \$5 eBay Gift Card or a prize listed on the prize grid below. On the entrant’s second and third Game Play, the entrant may win a prize set forth in the chart below, or may not win any prize, as described in the “Odds of Winning” section below. The \$5 eBay Gift Card can only be won on the first Game Play.

<b>Prize Description</b>	<b>Quantity</b>	<b>ARV of Each Prize</b>	<b>Total ARV of Each Prize Category</b>
\$25 eBay® Gift Card	5,000	\$25.00	\$125,000.00
Apple® TV	500	\$105.00	\$52,500.00
16 GB Apple® iPod® Touch	250	\$250.00	\$62,500.00
16 GB Apple® iPad® Mini	100	\$349.00	\$34,900.00
\$500 eBay® Shopping Spree*	75	\$500.00	\$37,500.00
\$1,000 eBay® Shopping Spree*	25	\$1,000.00	\$25,000.00
Samsung® 60' 3D Flat Screen LED HDTV	1	\$2,120.00	\$2,120.00
Sony® Vaio 11' Touch	1	\$1,500.00	\$1,500.00

Screen Laptop			
Canon® EOS 7D Digital SLR Camera, with 28-135MM Lens	1	1,700.00	\$1,700.00
<b>Total</b>	<b>5,953**</b>		<b>\$342,720.00**</b>

\*eBay Shopping Spree prizes awarded in the form of an eBay Gift Card.

\*\* Note that these totals do not include the \$5.00 eBay Gift Cards.

eBay Gift Cards are subject to all terms and conditions printed and/or included thereon. The use of an eBay Gift Card constitutes the user's acceptance of the terms and conditions so winners should read the terms and conditions on the eBay Gift Card carefully. Winners must protect the eBay Gift Card and treat the eBay Gift Card as they would any other valuable document. No eBay Gift Card will be redeemed or exchanged for cash, except where required by law. No eBay Gift Card will be replaced or replenished if it lost, stolen, damaged, destroyed or used without a winner's permission, and will be voided if altered or defaced.

The total number of prizes in this Promotion will not exceed the total number of eBay \$5.00 gift cards awarded plus the 5,953 prizes in the categories set forth in the above chart.

**Limit:** Three (3) prizes per entrant for the entire Promotion Period.

**B. Odds of Winning:** The odds of winning depend upon when the entrant completes a Game Play. Prizes will be made available at random times throughout the Promotion Period. To be a winner, an entrant's Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be a winner. If an entrant receives a valid winning message, he or she will be deemed a potential winner pending confirmation and/or verification of his/her eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. The number of prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed.

**5. HOW TO CLAIM A PRIZE:** The potential winners will receive a Winner Notification after the completion of the Game Play and Sponsor will also notify the potential winners via e-mail at the e-mail address associated with their eBay User ID accounts. The Prize Winner Notification e-mail will include further instructions on how a winner may claim his or her prize. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or if the prize is returned as undeliverable, the prize may be forfeited, in Sponsor's sole discretion. Sponsor will attempt to fulfill prizes, with the exception of the \$5 eBay Gift Card and \$25 eBay Gift Card, at its cost within 6 to 8 weeks from the end of the Promotion. The code for the \$5 eBay Gift Card prizes will be e-mailed to the winner to the e-mail address associated with their eBay User ID accounts soon after he/she has completed the first spin. The code for the \$25 eBay Gift Card prizes will be e-mailed to the winners within 2 to 3 weeks from verification of eligibility at the e-mail address associated with their eBay User ID accounts.

Note that the potential winner of the \$1,000 eBay Shopping Spree, Samsung® 60' 3D Flat Screen LED HDTV, Sony® Vaio 11' Touch Screen Laptop, and the Canon® EOS 7D Digital SLR Camera will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit") sent with the e-mail notification. The potential winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within ten (10) business days from the date it is postmarked as being sent or the above referenced prize may (in Sponsor's sole discretion) be forfeited.

Sponsor is not responsible for a winner's privacy or spam filter settings which may divert any Promotion e-mail, including the Winner Notification e-mail, to a spam or junk folder or for prizes that are lost or misdirected by the postal service. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. Each winner will be solely responsible for any and all federal, state and/or local taxes imposed on the acceptance of the prize. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Promotion Entities, defined in Section 6, below shall not be held responsible for any delays in awarding the prize for any reason. Each prize will only be awarded to a verified winner.

- 6. LIMITATION OF LIABILITY:** Employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents ("Promotion Entities") are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s) or Website. The Promotion Entities are not responsible for any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in this Promotion. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners, in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If, for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more

prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes may be awarded in a random drawing from among all verified prize claims received for that prize.

**THE PROMOTION ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.** Further, the Promotion Entities are not responsible for, and shall be indemnified by any winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize.

Game Plays that are forged or are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, shall be disqualified and void. Promotion Entities shall not be responsible or liable for Game Plays that are late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such Game Plays will be disqualified. By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Promotion Entities in connection with the Promotion; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Promotion Entities, and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"), from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Play, participation or inability to participate in the Promotion, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Promotion materials, (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other

cause beyond any of the Promotion Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Game Play (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any other website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Promotion Entities or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related page or websites, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Promotion Entities, or any of their agents or employees, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), (p) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor or their designees, or (q) the negligence or willful misconduct by entrant. Any and all activities related to a prize, are at the winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

- 7. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL SOLELY BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR ELECTIVE MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF A SINGLE ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN GEORGIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action. Each entrant hereby irrevocably and unconditionally waives his or her right to a jury trial.

- 8. PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor or its agent(s) and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://pages.eBay.com/help/policies/privacy-policy.html>.
- 9. PUBLICITY RIGHTS:** By entering the Promotion and/or accepting a prize, entrants agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address associated with the eBay User ID associated with such Game Play. "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) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. A potential winner may be required to show proof of being the Authorized Account Holder. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor and Administrator reserve the right to disqualify any individual found, in their sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.
- 11. WINNERS LIST:** For a list of the first names and last name initial of the winners, mail a self-addressed, stamped business size envelope to: The Spin and Win Promotion Winners List

Request, P.O. Box 251328, West Bloomfield, MI 48325. Vermont residents may omit return postage. Requests must be received by November 8, 2013.

Customer service inquiries may be made at [Contact Us](#).

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