

“2011 Gemz Points Sweepstakes”

2011 OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

OPEN TO LEGAL RESIDENTS OF THE FOLLOWING CALIFORNIA COUNTIES: ALAMEDA COUNTY, CONTRA COSTA COUNTY, SAN MATEO COUNTY, SAN FRANCISCO COUNTY, SANTA CLARA COUNTY, WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY.

- 1. PROMOTION PERIOD.** Promotion begins at 9:00:00 AM Pacific Time (PT) on July 1, 2011 and ends at 11:59 PM PT on August 30, 2011 (“Promotion Period”).
- 2. ELIGIBILITY.** The 2011 Gemz Points Sweepstakes (the “Promotion”) is only open to legal residents of the following California counties: Alameda County, Contra Costa County, San Mateo County, San Francisco County, and Santa Clara County, who are at least 18 years old as of the date of entry. Employees, officers, directors, members, and shareholders of Gemz Inc. (“Sponsor”), and members of their immediate families and people living in the same household of each are not eligible. You must download the Gemz application (free) at <http://itunes.apple.com/us/app/gemz-loyalty-program/id432519628?mt=8&ls=1>, and you must have a Gemz Account (free) to enter and win. This Promotion is void outside the five (5) California counties listed above, and where prohibited. All federal, state, and local laws and regulations apply.

- 3. HOW TO ENTER.** Entries may be submitted via one of the following two (2) entry methods:

- i. Use the Gemz service at participating merchants. (listed at <http://www.gemzapp.com> and updated from time to time during the Promotion Period) For each Gemz Transaction you complete during the Promotion Period as a Collector using the Gemz service in your capacity as a consumer, you will automatically receive one entry into the Promotion, up to ten (10) entries per day. There is a limit of ten (10) entries per person and per Gemz account, per day. You will not receive any entries into the Promotion for Gemz Points you earn or acquire as a Merchant using the Gemz service in your capacity as a seller of products or services.

- ii. Enter by printing your name, address, email address, date of birth, and phone number on a 3” x 5” postcard and mailing it to:

Gemz Inc.
Attn: 2011 Gemz Sweepstakes Entry
c/o MDV
3000 Sand Hill Road, 3-290
Menlo Park, CA 94025

For each mail-in entry, you will receive ten (10) entries into the Promotion. Mail-in entries must be postmarked no later than August 30, 2011 and must be received by Sponsor by September 5, 2011 to qualify for entry. Each mail-in entry must be mailed and postmarked separately. Mechanically reproduced mail-in entries are not eligible. All entries become the property of the Sponsor and will not be acknowledged or returned. Limit: one mail-in postcard per person per day.

Limit: ten (10) entries per person and per Gemz account, per day during the Promotion Period, regardless of entry method. Entries that are lost, late, misdirected, incorrect, garbled, or incompletely received for any reason will not be eligible. Proof of sending entries will not be deemed proof of receipt by Sponsor. Sponsor reserves the right to disqualify any person tampering with the entry process in its sole discretion. Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned for any reason, in Sponsor’s sole discretion.

- 4. WINNER SELECTION AND NOTIFICATION.** Winners will be selected by random drawing from all eligible entries received during the Promotion Period on or about September 6, 2011 (the “Drawing Date”) at Sponsor’s address listed in Section 9 of these Official Rules. Potential winners will be notified by email and/or telephone at the email and/or telephone number provided at the time of entry or designated in entrant’s Gemz

account registration, if applicable. Potential winner may be required to sign and return an affidavit of eligibility and release of liability and publicity, which must be received by Sponsor within ten (10) days of the date Sponsor first attempts to notify him or her, or the prize may be forfeited and an alternate winner selected. If a potential winner cannot be contacted, does not respond within five (5) days of the date the Sponsor first attempts to notify him or her, fails to comply with the instructions contained in the prize notification including returning the required executed documents within ten (10) days from the date Sponsor first attempts to notify him or her, refuses the prize, and/or if the prize or prize notification is returned as undeliverable, potential winner may be disqualified and an alternate potential winner may be selected.

5. PRIZE DESCRIPTION. There are six (6) prizes available, as follows:

One (1) First Prize consisting of one million (1,000,000) Gemz Points (approximate retail value ("ARV" \$1,250); One (1) Second Prize consisting of five hundred thousand (500,000) Gemz Points (ARV \$625); One (1) Third Prize consisting of two hundred thousand (200,000) Gemz Points (ARV \$250); and Three (3) Fourth Prizes, each consisting of one hundred thousand (100,000) Gemz Points (total ARV \$375).

Total approximate retail value of all prizes in the Promotion is \$2500. Allow 2 weeks for delivery of prize. Odds of winning depend on the number of eligible entries received.

No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except that Sponsor may substitute a prize of equal or greater value. Gemz Points prizes subject to standard Gemz Points terms and conditions, which can be found at <http://www.localgemz.com/terms.php>. Limit: one prize per person, per Gemz account, and per household and family. Sponsor makes no representations, warranties, or guarantees, express or implied, regarding this Promotion or the merchantability, quality or fitness for any particular purpose of any prize. All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility. Sponsor will withhold and/or report taxes as required by the applicable law..

6. GENERAL. By entering the Promotion, entrants and winners assume sole liability for injuries, including personal injuries and/or damage to property, caused or claimed to be caused by participating in this Promotion or the acceptance, possession, shipping and handling, loss, use or misuse of any prize awarded, and entrants release Sponsor and its agents from any and all liability with respect to participation in the Promotion and the prizes awarded herein. Sponsor has the right to cancel, terminate or modify this Promotion in the event it cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Sponsor's control, and to select winners from eligible entries received on or before the termination date. Sponsor is not responsible for any failure to contact entrants, whether due to technical or human error. By entering, entrants agree: (1) to release the Sponsor and its agents from all liability, injuries, loss and/or damage of any kind arising from their participation in the Promotion and the acceptance, possession and use or misuse of any prize; (2) to be bound by the Official Rules and the decisions of the judges; and (3) to be contacted by Sponsor by email and/or telephone regarding the Promotion. By accepting a prize, each winner consents to the use by Sponsor of his or her name and likeness, and city and state of residence, for advertising and promotional purposes without additional compensation in all media worldwide (except where and as prohibited by law). Sponsor is not responsible for any errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability. Sponsor is not responsible for any typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of prizes. Entrant information is subject to Sponsor's Privacy Policy located at www.localgemz.com/terms.php.

7. APPLICABLE LAW AND VENUE. This Promotion is governed by the laws of the State of California. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in San Francisco, California. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

8. WINNERS LIST. For a list containing the names of the winners, send a self-addressed stamped envelope, to be received by August 30, 2011, to: Gemz Inc., Attn: **2011 Gemz Sweepstakes Winners List**, c.o MDV, 3000 Sand Hill Road 3-290, Menlo Park, CA 94025.

9. SPONSOR. This Promotion is sponsored by Gemz Inc., 3000 Sand Hill Road 3-290, c/o MDV, Menlo Park, CA 94025 (the "Sponsor").