



23andMe Golden23SM 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 (OR THE AGE OF MAJORITY IN THE JURISDICTION OF THEIR RESIDENCE, WHICHEVER IS OLDER) AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

1. **Sponsor:** 23andMe, Inc., 899 W. Evelyn Ave. Mountain View, CA 94041 ("Sponsor" or "23andMe").
2. **Administrator:** LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001 ("Administrator").
3. **Eligibility:** The 23andMe Golden23SM Sweepstakes ("Sweepstakes" or "Promotion") is open only to legal residents of the 50 United States and the District of Columbia, 18 years of age (or the age of majority in his/her jurisdiction of residence, whichever is older) or older. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor, Administrator, or 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 or win a prize. "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. You must complete the 23andMe Personal Genetic Service™ to qualify to win (without charge) Void where prohibited or restricted by law.
4. **Sweepstakes Entry:** The Sweepstakes begins on or about 9:00 am Pacific Time ("PT") on July 12, 2017 and ends at 11:59 pm PT on August 3, 2017 ("Promotion Period"). Administrator's computer is the official clock for this Sweepstakes. Twenty-three (23) Sweepstakes Entry Periods (also referred to as "Entry Periods") comprise the Promotion Period. Each Entry Period will start at 12:00 am PT and end at 11:59 pm PT



each day within the Promotion Period, except for the first Entry Period and the last Entry Period. The first Entry Period will start at or after 9:00 am PT and end at 11:59 pm PT on July 12, 2017. The last Entry Period will start on or after 9:00 am PT on July 12, 2017 and end at 11:59 pm PT on August 3, 2017. (For the avoidance of doubt, as explained below, the last Entry Period is comprised not only of eligible entries received between 12:00 am PT and 11:59 pm PT on August 3, 2017 but also of non-winning eligible entries received for the twenty-two (22) preceding Entry Periods).

ENTRY VIA ONLINE PURCHASE

During the Promotion Period, you can enter the Sweepstakes when you visit www.23andMe.com and make an online purchase of the 23andMe Ancestry Service kit or the 23andMe Health + Ancestry Service kit ("Purchase") and submit your consent to enter the Sweepstakes and agree to these Sweepstakes Official Rules. (Purchase of a Kit will result in entry, unless the purchaser expressly indicates that he/she does not wish to enter the Sweepstakes by opting out of the Sweepstakes on the check-out page.) You will be entered for the Entry Period in which your Purchase was made and for the last Entry Period of the Promotion Period ("Entrant"). If an individual purchased the Kit for someone other than themselves (e.g., as a gift), the recipient of the Kit will not be entered into the Sweepstakes; as discussed above, only the purchaser of the Kit will be entered in the Sweepstakes unless he/she expressly opts out. The specific type or quantity of item(s) comprising Purchase will not affect one's ability to enter the Sweepstakes nor their chances of winning a prize. For the avoidance of doubt, regardless of the number of Purchases made in the Promotion Period, only one (1) entry will be received per Entry Period provided that the entry meets the requirements stated in Rule #5). ("Purchase Entry").

FREE ALTERNATE METHOD OF ENTRY

An individual who does not wish to make a Purchase may enter the Sweepstakes by visiting www.golden23entry.com and completing the sweepstakes entry form in its entirety ("Alternate Free Entry"). Incomplete entry forms will not qualify for the Sweepstakes. You will be entered for the Entry Period during which your Entry is received and for the last Entry Period of the Promotion Period.

THE FOLLOWING APPLIES TO PURCHASE ENTRY AND ALTERNATE FREE ENTRY METHODS:

If you are selected as a Potential Winner, you must submit a saliva sample to be genotyped and receive the 23andMe Ancestry Service OR have previously received Ancestry Composition results from 23andMe. If you have not been previously genotyped by 23andMe or have not purchased the 23andMe Ancestry Service kit or the 23andMe Health + Ancestry Service kit for yourself at the time of Entry, or if you have entered via the Alternate Free Entry method, you will receive a free 23andMe Ancestry Service kit ("Kit") from the Sponsor for you to use and return within two (2)



business days after receiving it per the instructions in the Kit. In order to be confirmed as a winner and receive the prize, you must be genotyped by 23andMe. If Potential Winner has not been previously genotyped by 23andMe and does not submit a saliva sample to 23andMe to receive the 23andMe Ancestry Service within the time allowed in these Rules or via any other communication from the Sponsor, whichever is later, for any reason whatsoever, including but not limited to returning the unused Kit to the Sponsor, or the Kit getting lost or stolen, such Potential Winner will be disqualified from the Sweepstakes.

BY SUBMITTING AN ENTRY VIA ANY ENTRY METHOD STATED HEREIN YOU ARE INDICATING THAT YOU ARE OF THE AGE OF MAJORITY IN THE JURISDICTION OF YOUR RESIDENCE, AND THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

5. **Limit:** one (1) entry per person and/or email addresses per Entry Period during the Promotion Period, regardless of entry method, the number of Kit purchases or 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, is prohibited. Incomplete entries will not be accepted. 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 23andMe's Privacy Statement available at www.23andme.com/privacy.
6. **Random Drawings/Selection of Winners:** Potential prize winners will be selected via a series of random drawings (with one (1) random drawing per Entry Period), with each drawing to occur on or about one (1) business day following the conclusion of the applicable Entry Period from among all eligible entries received for that Entry Period. Non-winning entries from any drawing/Entry Period will NOT be carried forward to subsequent drawing(s)/Entry Period(s), except for the drawing for the last Entry Period where all non-winning entries received previously throughout the Promotion Period will be included. For the avoidance of doubt, should a person enter via a Purchase Entry, the specific 23andMe service(s) purchased will not be taken into account in the winner selection process. All drawings 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 except where expressly indicated otherwise herein.
7. **Winner Notification:** Sponsor will send a package to each Potential Winner indicating he or she is a Potential Winner at the address stated on their Entry form informing them that they have been selected as a potential winner ("Ticket"). If Potential Winner has not previously been genotyped by 23andMe, he or she will receive a Kit from the



Sponsor and will be instructed to submit a saliva sample to 23andMe to receive the 23andMe Ancestry Service within two (2) business days after receiving the Kit in order for the Potential Winner to be considered to win the prize. If Potential Winner does not receive their Ticket due to problems with the address or due to lost, stolen or postage due mail or if Ticket is otherwise undeliverable for any reason whatsoever, Sponsor will have the right in its sole discretion to disqualify such Potential Winner and select an alternate Potential Winner from among all remaining eligible entries received for the applicable Entry Period. Sponsor will provide the Potential Winner with instructions in the Ticket to contact the Sponsor's representative within two (2) business days of receiving their Ticket¹. Failure to contact the Sponsor's representative within two (2) business days may result in disqualification at Sponsor's sole discretion, with selection of an alternate potential winner. If Sponsor determines that the Potential Winner has not been previously genotyped by 23andMe, Sponsor will send a free Kit to the Potential Winner and he or she must submit a saliva sample to 23andMe to receive the 23andMe Ancestry Service in accordance with the instructions on the Kit within two (2) business days of receiving his or her Kit. Once the Sponsor confirms that the Potential Winner has been previously genotyped by 23andMe OR the Potential Winner has timely returned his/her Kit with the saliva sample to 23andMe, the Sponsor will provide the Potential Winner instructions to contact the Administrator so that the Administrator can confirm each Potential Winner's eligibility as per these Official Rules. To this end, Administrator will send the Potential Winner the Winner Documents stated in Rule #8. If Potential Winner has not been previously genotyped by 23andMe and does not submit a saliva sample to 23andMe to receive the 23andMe Ancestry Service within the time allowed in these Rules or via any other communication from the Sponsor, whichever is later, for any reason whatsoever, including but not limited to returning the unused Kit to the Sponsor, or the Kit getting lost or stolen, such Potential Winner will be disqualified from the Sweepstakes. Failure to contact the Sponsor via email within the time stated may disqualify the Potential Winner and he/she will forfeit any rights to any prize at Sponsor's sole discretion. If the Sponsor is not contacted by Potential Winner via email, the Sponsor may (but is in no way required to) attempt to contact the Potential Winner again by email and/or telephone. Failure to respond to the initial verification notice or any other communication within two (2) business days after notification or return of email notification as undeliverable after two (2) attempts may result in disqualification. If Potential Winner cannot be contacted by Sponsor (including prize notification being returned as undeliverable), he/she may be disqualified at Sponsor's sole discretion. If Potential Winner is disqualified, such prize will be awarded to an alternate Winner selected from among all remaining non-winning eligible entries received for the applicable Sweepstakes Entry Period and will receive a Ticket (and must complete the above-indicated procedure as a pre-requisite to receiving Winner Documents from Administrator).

- 8. Winner Verification:** All Potential Winners will be required to sign and return within three (3) business days of receipt of such documents, an Affidavit of Eligibility, Release and Indemnification, and a Publicity Release where allowed by law, W-9



Form, and any documents required for a consent to a background check and participate in a phone interview with the Sponsor or Sponsor's representative within two (2) weeks of the Potential Winner having submitted their saliva sample to 23andMe or for individuals that have already been genotyped by 23andMe at the time of notification as a Potential Winner, within two (2) weeks of such notification ("Winner Documents"). If the completed Winner Documents are not returned to Sponsor/Administrator within the specified time period, potential Winner may be disqualified. In the case of disqualification of Potential Winner, prize will be awarded to an alternate Winner selected from all remaining non-winning eligible entries received for the applicable Entry Period. Consenting to a background check is entirely optional and will not affect the selection of a given person as a Potential Winner in the Sweepstakes or the award of the prize to him/her (if verified as being eligible and in compliance with the Official Rules). Moreover, if a Potential Winner consents to a background check, the results of the background check will not affect his/her selection as a potential winner or the award of the prize to him/her (if verified as being eligible and in compliance with the Official Rules). In the event of any dispute concerning the identity of an entrant, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting email account used to participate in the Sweepstakes. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

- 9. Prizes, Approximate Retail Values ("ARV"), and Odds of Winning:** There will be a total of twenty-three (23) trip prizes awarded in this Sweepstakes. One (1) trip prize package ("Trip Package" or "Trip") will be awarded per Entry Period. Each Trip will be for one (1) winner ("Winner") and one guest ("Guest") for five (5) nights and six (6) days. Each Winner will be awarded a Trip to at least one city in the world ("City") that is a part of a region that is included in Winner's 23andMe Ancestry Composition report ("DNA Test Results"). Winners may visit more than one City as long as all the Cities are a part of a region that is included in the Winner's DNA Test Results and the total cost of the Trip Package does not exceed \$20,000 (total cost of the Trip Package as well as whether additional City/Cities are part of a region included in the Winner's DNA Test Results will be determined by Sponsor/Administrator in their sole discretion). Sponsor has the right in their sole discretion to reject any City they feel is not safe to travel to or otherwise inadvisable to travel to for health, political or other reasons, including but not limited to a City in the following areas: Crimea region of Ukraine, Cuba, Iran, Iraq, North Korea, Sudan, Syria and Yemen. Winners must choose their primary City (from which any additional City/Cities included as part of Trip will be based) within five (5) business days from the date they receive their DNA Test Results, which must be approved by Sponsor. If primary City is not approved, Sponsor will ask Winner to select an alternate primary City that is a part of the Winner's DNA Test Results. Winner will be allowed three (3) alternate primary City selections; and, if none of these alternate primary City selections results in a primary



City selection which is approved by Sponsor, the prize will be forfeited and an alternate winner may be selected as set forth above. If Winner is not able to obtain all necessary travel documents in order to travel to the selected primary City or any additional City/Cities which are part of a region included in the Winner's DNA Test Results, Winner must select alternate City/Cities. (The procedure for selecting an alternate primary City is set forth above; selection of alternate additional City/Cities will be subject to approval of Sponsor based on the determination of primary City.) If the necessary travel documents are not available after travel arrangements have been made and paid for, Winner will not be able to take the Trip and Sponsor shall have no further obligation to such Winner. Once the primary City and any additional City/Cities are chosen and the Sponsor has approved them, Winner will only be able to make changes to the primary City and any additional City/Cities at Sponsor's sole discretion. Each Trip will include round-trip coach airfare, transportation between multiple Cities if applicable, up to five (5) nights accommodations, a two-day itinerary by Journey, \$1,000 spending cash for the Winner only (ARV of each trip prize: \$14,000). In addition, each Winner will receive funds to assist with paying taxes which would be approximately 30% of the actual cost of the Trip not to exceed \$6,000 (Total ARV of each prize: \$20,000). This amount will be calculated by Administrator; but, Administrator and Sponsor make no representation or warranty of any kind that the funds so provided will satisfy all taxes incurred by Winner due to receipt and acceptance of the prize. Each Winner will select the two (2) days they would like to use the Journey itinerary during the Trip Package, with the understanding that the Journey itinerary is subject to availability of Journey tour itinerary and other restrictions of Journey. Each trip must be completed within six (6) months from the date of Winner confirmation. Travel must be made through Administrator's agent and Administrator and Sponsor shall determine airline and flight itinerary in its sole discretion. Winners will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV stated in these Official Rules for any reason whatsoever. If Winner decides to take the trip that is fewer than five nights and six days (or which does not include any additional City/Cities), he or she will not receive cash or any other form of compensation for days/nights not taken. No substitution, cash redemption or transfer of prize except with Sponsor's permission (which may be granted or withheld for any reason), except as otherwise indicated herein. Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule of route changes. All travel arrangements for any given Trip Prize must be made at one time. Once travel is booked, travel dates cannot be changed unless by Sponsor in its sole discretion. Winners are solely responsible for all other expenses not specified herein, including but not limited to meals/beverages, tips and taxes. Each Winner and his/her Guest are solely responsible for obtaining travel insurance and any and all necessary travel documents (valid photo I.D., credit card, Passport, visas etc.). Each Winner and his/her Guest must provide their own transportation to and from departure airport. Each Winner and his/her Guest must travel together on specified itinerary, including same departure date, destination and return date or Trip Prize may be forfeited in its entirety. If any Guest is under the age

of majority in his or her state/country of residence (a "minor"), the Winner must be such minor's parent or legal guardian, or travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. Each Winner and Guest assume the risk of any inherent or unforeseen dangers associated with travel. Accommodation restrictions and blackout dates may apply. All travel dates and arrangements are subject to change, availability and Sponsor's approval. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. Sponsor in its sole discretion may award a substitute prize/prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason. Sponsor will attempt to accommodate each Winner's preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If any Winner and Guest cannot comply with these restrictions or any other portion of these Official Rules, their prize will be forfeited in its entirety and an alternate winner will be chosen from among all eligible entries received during the applicable Entry Period. Any picture identification requirements associated with air travel are each Winner's and Guest's responsibility.

Total ARV of all prizes: \$460,000

Odds of winning any prize for a given Entry Period depend on total number of eligible entries received during that Entry Period. Odds of winning the prize for the final Entry Period depend on the total number of eligible entries received during the entire Promotion Period. By accepting a prize, each 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 (except as otherwise indicated herein). 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. Prize will only be delivered to street address within the United States. **Limit of one (1) prize per household. Federal, state and local taxes are the sole responsibility of the winner; and, winner understands and agrees that he/she will receive an IRS 1099 Tax Form for the total value of the prize (and, winner further agrees to fully cooperate with Sponsor and Administrator relative to their compliance with Internal Revenue Service/governmental tax-reporting requirements with respect to prize award, including the provision of his/her Social Security Number via IRS W9 Tax Form).**

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE OR ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 10. Conditions and Limitations of Liability:** By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, and Administrator, which shall be final and binding in all respects. By participating in this Sweepstakes, entrants agree to release and hold harmless the Promotion Entities as well as each of their



respective officers, directors, agents, representatives and employees, as well as 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, image, photograph, video, prize information (if applicable), publicly available 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 and its designees are 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 (or its designee'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.

Sponsor, Administrator, and their 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. 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 their sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Sweepstakes. In such event, Sponsor reserve the right to conduct the Sweepstakes and award the prize(s) for affected Entry Period(s) by means of a random drawing from among all eligible Purchase Entries received as well as all eligible Alternate Free Entries received for affected Entry Period(s) 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 and Administrator in their sole discretion. Notice of termination/modification/suspension of Sweepstakes will be posted on www.23andMe.com. 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; Tickets or other Sweepstakes-related materials; 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 (i.e., Tickets or other Sweepstakes-related materials) 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, defraud or deceive Administrator and/or Sponsor in conjunction with 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/ADMINISTRATOR MAY DISQUALIFY ANY PERSON, WHETHER OR NOT THE INDIVIDUAL IS A PARTICIPANT IN THE SWEEPSTAKES, MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW

11. **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 for the Southern District 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/participating in 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.
12. **Privacy Policy:** The Entry information provided is subject to the Sponsor's Privacy Statement available at <https://www.23andme.com/privacy/>
13. **Winners' List:** For the names of winners, mail a self-addressed, stamped envelope to: 23andMe Golden 23 Sweepstakes Winners, c/o LeadDog Marketing Group, 440 9th Avenue, 17th Floor, New York, NY 10001, for receipt no later than 9/30/17.

