

The ABC's of Online Market Research – Back to School Promotion

Terms

Through The ABC's of Online Market Research – Back to School Promotion ("Promotion"), MarketTools, Inc. ("MarketTools", "Our" or "Us") is offering new and returning customers ("Customers") of MarketTools' survey sample ("Sample") the opportunity to earn a charity gift card to JustGive.org ("GiveNow Card"). OFFER GOOD WHILE SUPPLIES LAST. Your ("Your" or "You") participation in this Promotion is subject to these Terms ("Promotion Terms"). We reserve the right, in our sole discretion, to cancel, terminate, modify or suspend the Promotion at any time. The following terms shall apply to Your participation in the Promotion.

1. PROMOTION OFFER IS GOOD WHILE SUPPLIES LAST. A maximum of 100 GiveNow Cards are available – to be given to the first 100 Valid Purchases only.
2. You must be a new or returning customer who has not purchased any Sample from Us within the 12 calendar months prior to the commencement of the Promotion Period.
3. You must make a "Valid Purchase", which is a purchase of at least U.S. \$2,500 of Sample between 12:01AM Pacific time on September 13, 2011 and the earlier of (a) while supplies last and (b) 11:59PM Pacific time on September 30, 2011 ("Promotion Period").
4. Participation is open only to Customers who receive an invitation directly from Us or Our authorized agents.
5. You will earn one (1) U.S. \$100 GiveNow Card ("Reward") for each Valid Purchase. You may earn more than one Reward during the Promotion Period, however the following rules also apply:
 - a) Rewards are while supplies last.
 - b) Limit one Reward per Valid Order.
 - c) Limit one Valid Order, and therefore one Reward, per day.
 - d) You must pay for your Valid Purchases in accordance with Your purchase contract with Us.
 - e) You cannot cancel the Valid Order.
6. You will receive Your Reward via an email sent to You by our rewards supplier, Hallmark Business Connections. The email ("Reward Email") will have an email address ending in @HallmarkBusinessConnections.com (please be sure to add this email address to Your email application's "safe sender" list so that the email is not blocked), with a Subject line of "Hallmark Business Connections has sent you a Reward Choice Certificate", and will have a unique code included in it which You will use to log on to the JustGive.org website and select Your charity.
7. Please allow up to five weeks from the date You earn Your Reward to receive Your Reward Email.
8. We reserve the right to limit or restrict participation in the Promotion to any person at any time for any reason. The eligibility of participants will be determined by Us in Our sole discretion. You must also meet the following criteria in order to participate in the Promotion: (i) You must be a resident of the United States and of legal age in Your respective state; (ii) You must have Internet access; (iii) You must be an invited

- Customer; and (iv) You must be in all respects in good standing with Us including any prior contracts with Us.
9. We do not guarantee delivery time on any Rewards earned, nor do we guarantee Your receipt of any Rewards sent to You.
 10. You will not participate in the Promotion where doing so would be prohibited by any applicable laws or regulations.

We reserve the right to modify or amend at any time these Terms including the ways through which Rewards are earned. We reserve the right to disqualify You at any time from participation in the Promotion if You do not comply with any of these Terms.

DISCLAIMER AND LIMIT OF LIABILITY. MARKETTOOLS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING REWARDS OR ANY OTHER ASPECT OF THE PROMOTION. MARKETTOOLS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN THE PROMOTION, INCLUDING BUT NOT LIMITED TO: (I) LATE, LOST, DELAYED, DAMAGED, MISDIRECTED, INCOMPLETE, OR UNINTELLIGIBLE EMAILS; (II) TELEPHONE, ELECTRONIC, HARDWARE OR SOFTWARE PROGRAM, NETWORK, INTERNET, OR COMPUTER MALFUNCTIONS, FAILURES, VIRUSES OR DIFFICULTIES OF ANY KIND; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS; (IV) THE USE OR DOWNLOADING OF ANY SOFTWARE OR MATERIAL IN CONNECTION WITH THE PROMOTION; (V) TYPOGRAPHICAL OR OTHER ERRORS (VI) ANY OTHER CONDITION THAT MAY CAUSE THE PROMOTION TO BE DISRUPTED OR CORRUPTED.

RELEASE. BY PARTICIPATING IN THE PROMOTION, YOU RELEASE AND AGREE TO HOLD HARMLESS MARKETTOOLS AND ITS AGENTS FROM ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF PROPRIETARY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) PARTICIPATION IN THE PROMOTION; (II) ACCEPTANCE OR REDEMPTION OF REWARDS; AND (III) OTHERWISE ARISING OUT OF OR RELATING TO THE PROMOTION.

General

MarketTools is not responsible for replacement of lost or unclaimed Rewards. Other restrictions may apply. MarketTools may cancel or modify this Promotion or these Terms at any time and it is up to You to check the Terms periodically for changes.

You agree to indemnify MarketTools and its affiliates and their respective officers, directors, employees, stockholders, agents and representatives against, and agrees to hold them harmless from, any out-of-pocket loss, liability, claim, damage or expense (including reasonable legal fees and expenses), as incurred, for or on account of or arising from or in connection with or otherwise with respect to Your breach of these Terms.

These Terms constitute the entire agreement between MarketTools and You with respect to the subject matter hereof and supersedes all prior agreements, understandings and

negotiations, both written and oral, between MarketTools and You with respect to the subject matter of these Terms. No representation, inducement, promise, understanding, condition or warranty not set forth or referenced herein or therein has been made or relied upon by either MarketTools or You.

Any disputes in connection with the Promotion will be resolved exclusively in the appropriate courts in the State of California and subject to the laws of the State of California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California.

You will be responsible for any tax liability that may result in Your participation in the Promotion including Rewards that You earn.

All GiveNow Cards are subject to the terms and conditions of the card issuer JustGive.org, available at <https://www.justgive.org/gift-cards/index.jsp>. Please contact JustGive.org for any questions about Your GiveNow Card.

The sponsor of the Promotion is:
MarketTools, Inc. (d/b/a Zoomerang)
Attn: The ABC's of Online Market Research – Back to School Promotion
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San Francisco, CA 94105

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