

EMBRACE CONVERSATION TRAVEL SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Embrace Conversation Travel Sweepstakes (the "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 and who did not purchase any equipment for purposes of entering the Sweepstakes. Employees, officers, and representatives of Rosetta Stone Ltd., 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 in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

2. Administrator: Rosetta Stone Ltd. ("Rosetta Stone"), 135 West Market Street, Harrisonburg, VA 22801.

3. Entry Period: The Sweepstakes begins on October 1, 2015 at 12:00 AM Eastern Time ("ET") and ends on October 31, 2015 at 11:59 PM ET (the "Entry Period"). Administrator's computer server is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Entry Period, you may enter the Sweepstakes by visiting the Administrator's Sweepstakes page located at www.rosettastone.com/lp/embrace-conversation (the "Sweepstakes Page") and completing an entry form, or by following the instructions on the Sweepstakes page to enter via Twitter or Facebook (the "Social Media Platforms"). Registration with the applicable Social Media Platform is required to submit entries via such platform. There is no cost to set up an account with the Social Media Platforms.

Entries may not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or constitute copyright infringement. Entries should not include material that is inappropriate, indecent, obscene, hateful, or tortious.

Submitting an entry constitutes your consent to give Administrator a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, display, modify, publish, and create derivative works from such entries in whole or in part, in any media and on any device, whether now known or later developed, including for promotional or marketing purposes.

Potential Sweepstakes winners will be notified by email and provided with directions for validation. All potential winners are subject to verification before any prize will be awarded, and may be required to sign and return an Affidavit of Eligibility, Release of Liability and Publicity Release. Administrator has full rights and responsibility to administer the Sweepstakes including selecting potential winners, validating entries, and awarding prizes.

Limit: Each entrant may submit up to six (6) submissions during the Entry Period. Entrants may not enter the Sweepstakes using multiple identities. Multiple entrants are not permitted to share the same e-mail or Social Media Platform account. Any fraudulent acts, including use of any automated system to participate, or other attempts to circumvent these rules are prohibited and will result in disqualification. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be

disqualified. In the event of a dispute as to any registration, the authorized account holder of the Social Media Platform account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned to the Social Media Platform account. Each potential winner may be required to show proof of being the authorized account holder.

5. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY ATTEMPTED SUBMISSION THAT FAILS DUE TO TECHNICAL ISSUES OR USER ERROR IS VOID, AND WILL NOT BE HONORED.

6. Sweepstakes Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. One (1) Grand Prize Winner, four (4) First Place Prize Winners and twenty-five (25) Second Place Prize Winners (collectively, "Winners") will be selected by a random computer-processed drawing from among all eligible online entries received. The drawing will be conducted on or about November 10, 2015. If any Winner cannot be contacted, or fails to provide any other requested information within the required time period, such Winner forfeits the prize. If any Winner cannot be contacted or if prize is returned as undeliverable, such Winner forfeits prize. In the event that a Winner of a prize is disqualified for any reason, Administrator will award the applicable prize to an alternate winner based upon the same Criteria. There will be three (3) alternate winner selections after which the applicable prize will remain un-awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

7. Prizes:

One (1) GRAND PRIZE: One (1) \$2,000 travel voucher (American Express gift card). Approximate Retail Value ("ARV"): \$2,000. Four (4) FIRST PLACE PRIZES: One (1) \$200 Airbnb Gift Card. ARV: \$200. Twenty-five (25) SECOND PLACE PRIZES: Adventure pack, including one (1) Lonely Planet Great Adventures: Experience the World at its Breathtaking Best publication, (1) pack of field notes and one (1) \$50 Airbnb Gift Card. ARV: \$84.94. TOTAL ARV OF ALL PRIZES: \$4,924.

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Odds of winning a prize depends on the number of prizes available divided by the number of eligible Sweepstakes entries. No cash or other substitution, assignment or transfer of any prizes is permitted, except by Administrator, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Administrator. Limit: One (1) prize per entrant.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Administrator's use of winner's name, likeness, Social Media Platform

username, photograph, voice, opinions, entries, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

9. General Conditions: Administrator reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, human error or any other factor impairs the integrity of the Sweepstakes as determined by Administrator in its sole discretion. Administrator 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 damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil law, and, should such an attempt be made, Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. 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; or (5) 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 of any prize or while traveling to or from any prize-related activity. 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, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes or any prizes 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 Virginia or the appropriate state court located in Northern Virginia; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

13. Entrant's Personal Information: Information collected from entrants is subject to the Administrator's Privacy Policy (www.rosettastone.com/privacy).

14. Winner List: For a winner list, visit www.rosettastone.com/october2015winners. The winner list will be posted once Winners are confirmed.