

PROMOTION TERMS

1. **Promotion Period:** The \$50 American Express® Gift Card Promotion (the “Promotion”) is subject to these Promotion Terms and ends on October 31, 2014 at 11:59 p.m. Eastern Time (the “Promotion Period”).
2. **Sponsor:** The Promotion is sponsored by Constant Contact, Inc., a Delaware corporation with offices at 1601 Trapelo Road, Third Floor, Waltham, Massachusetts 02451 ("Constant Contact").
3. **Eligibility:** You will be eligible to receive a \$50 American Express gift card if (i) you are a current Constant Contact paying customer and your referred friend becomes a Constant Contact paying customer by November 20, 2014 and remains a paying customer through at least December 20, 2014 and (ii) you are a legal resident of the United States of America. You will only be eligible for a maximum of five gift cards.
4. **Gift Cards:** Gift cards will be fulfilled in February 2015 by mail to the billing address in your Constant Contact account. See additional terms and conditions at <https://www.americanexpress.com/us/content/prepaid/gift-cards/terms-and-conditions.html>. Your gift card(s) will be provided in addition to any benefits to which you are eligible under the Constant Contact Refer A Friend program, the terms of which are available at <https://www.constantcontact.com/legal/refer-a-friend/terms>.

If at any time your Constant Contact account is terminated for failure to comply with the Terms of Use (defined below) or for any other reason, you will be disqualified and the gift card(s) offered hereunder may be cancelled. No alternative item or cash equivalent is available. All federal, state and/or local taxes, and other expenses associated with the acceptance and use of any incentive are your sole responsibility. All decisions by Constant Contact in regard to this Promotion are final and binding in all respects.

Constant Contact reserves the right, in its sole discretion, to suspend or cancel the Promotion at any time. All trademarks are the property of their respective owners. This Promotion is void where prohibited by law.

THE GIFT CARD(S) ARE PROVIDED "AS IS", AND CONSTANT CONTACT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO.

5. **Conduct:** You agree to comply with any applicable federal, state and local laws and the Constant Contact Web Site and Product Terms and Conditions of Use (“Terms of Use”) posted at <http://www.constantcontact.com/terms> and any other terms, conditions or policies published on the Constant Contact website and any additional terms and conditions at <https://www.americanexpress.com/us/content/prepaid/gift-cards/terms-and-conditions.html>. You acknowledge and agree that, for the avoidance of doubt, Section 11 (Limitation of Liability) and Section 19 (Miscellaneous) of the Terms of Use apply to this Promotion and the gift cards.
6. **Privacy Policy:** Constant Contact will treat all information provided by you when entering the Promotion according to our Privacy Policy posted at <http://www.constantcontact.com/legal/privacy-statement>.