

# SAMPLE SWEEPSTAKES RULES

## Sweepstakes Official Rules

### NO PURCHASE NECESSARY TO ENTER OR WIN

Purchase does not increase chance of winning.

**The prize:** \_\_\_\_\_. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner.

**How to enter:** You may enter the Sweepstakes through the Back At You, Inc. application on the Facebook platform. You can also find the application on the "Promotions" tab on the \_\_\_\_\_ page on Facebook \_\_\_\_\_.

**Alternate means of entry:** Mail a 4" x 6" card with the following information:

- Your full name
- Your complete address
- Valid email address (if you do not have an email address, print "no email address")
- Valid telephone number
- The words \_\_\_\_\_

**Mail entry to:**

\_\_\_\_\_

Only one entry card will be accepted per person. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

### Terms and Conditions

1. **By submitting an entry, you fully and unconditionally agree to and accept these Official Rules.**

2. **Sweepstakes entries are limited to the United States and District of Columbia and is void where prohibited.** All federal, state and local laws and regulations apply. Subject to any governmental approval that may be required, Sponsor reserves the right to, without prior notice and at any time, terminate the Sweepstakes, in whole or in part, or modify Sweepstakes in any way, should any factor interfere with its proper conduct as

contemplated by these Official Rules. Sweepstakes will begin on \_\_\_\_\_ and will continue on a monthly basis. Sponsor reserves the right in its sole discretion, to cancel the sweepstakes in its entirety, or only the online portion, if it becomes technically corrupted or because of non-authorized human intervention.

3. **Eligibility.** Must be at least \_\_\_\_\_ old to enter. Employees, officers, or directors of Sponsor, its parent companies, affiliates, subsidiaries, and their children, parents, spouse, and members of their household are ineligible to participate. No purchase or online entry necessary. Sweepstakes is open only to legal residents of the United States. A purchase does not enhance your chance of winning.

4. **Effective date of entries.** Entries made online will be effective on the day received. Entries submitted by mail will be effective on the date Sponsor receives and processes the entry. All entries become the exclusive property of \_\_\_\_\_ and will not be acknowledged or returned. You are responsible for your costs of entering, including online access charges, long distance telephone charges, and postage.

5. **Selection of winners.** Winners will be determined by random drawing from all eligible entries received. Drawings will be held as soon as is commercially reasonable. Winners must agree to the use of their names, voices, and/or likeness for the purpose of advertising, trade, or promotion without further compensation, unless prohibited by law.

6. **Notification of winners.** Sweepstakes winner will be notified by email via the Back At You, Inc. application. If not by email than by phone or mail, if applicable. An email will be sent to the winner within one week after the monthly drawing. All decisions are final and binding. Should the email be returned to the Sponsor as invalid, two more attempts will be made via email and one by regular mail if applicable. Winners must contact the Sponsor within 5 calendar days from the date the notification is sent by Sponsor to claim their prize. Failure to contact Sponsor within that 5 day period will result in immediate disqualification of the selected entrant and a new winner will be selected. No exceptions will be made to this rule. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify winners.

7. **Odds of winning.** The odds of winning any drawing will be determined by the number of eligible entries received.

8. **In the event of a dispute regarding who submitted an online entry,** the entry will be deemed submitted by the authorized account holder of the email account.

9. **Other conditions.** Sponsor, its agents and representatives, its parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and legal advisors are not responsible for and will not be liable for (I) late, lost, damaged, misdirected, incomplete, unintelligible or postage due entries; (II) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures or difficulties of any kind; (III) failed,

incomplete, garbled or delayed computer transmissions; (IV) any condition caused by events beyond the control of Sponsor that may cause Sweepstakes to be disrupted or corrupted; (V) any injuries losses or damages of any kind arising in connection with or as a result of the Sweepstakes, or from participation in the Sweepstakes; or (VI) any printing or typographical error in any material associated with the Sweepstakes.

10. **Indemnification.** You agree to release and hold Sponsor, its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Sweepstakes, including without limitation, personal injury, death and property damage, and claims based on publicity rights, defamation or invasion of privacy. This sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to \_\_\_\_\_ and the sweepstakes sponsor, not to Facebook.

11. **Choice of law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the substantive laws of the \_\_\_\_\_.

