

SWEEPSTAKES GUIDELINES (PRIZE VALUE UNDER \$500)

Sweepstakes Rules

Use the following **Official Rules** **ONLY** for sweepstakes that meet **ALL** of the following criteria:

- The total value of all prizes is less than \$500
- Open only to US residents
- Are based on chance (i.e., do not involve skill)
- No purchase or payment required to enter or win
- Are not open to persons under the age of 18

No legal review is required if you don't make any changes (other than filling out the specifics of the sweepstakes) have been made to the Official Rules provided herein.

Other Considerations:

Privacy and Use of Personal Information. If the purpose of the sweepstakes is to collect information (i.e., names, email addresses, titles, etc) for uses other than administering the sweepstakes, please consult _____ ("**Company**")'s **Privacy Policy**, or call **Legal Services** for guidance on how to properly collect and use such information.

Link to Company's Privacy Policy: Any web page which collects information regarding individuals (i.e., names, email addresses, titles, etc.) must contain a link to Company's Privacy Statement.

Email and the Spam Laws: Any broadcast email, email newsletter, or other email that are either sent to a group or sent on a repeated basis (such as to a subscriber list) must conform to Company's policy regarding Spam. Please consult **Company's Policy regarding Spam** or call **Legal Services** for guidance. Remember, in order to be able to use the email addresses, the individuals must have opted-in to receive the email.

[INSERT NAME OF SWEEPSTAKES]

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen years of age or older at the time of entry. Void where prohibited by law. Employees of Company Systems, Inc. and related companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all federal, state and local laws and regulations.
2. **SPONSOR:** The **[INSERT NAME OF SWEEPSTAKES]** (the “Sweepstakes”) is sponsored by Company, [insert address] (“Sponsor”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules.
4. **TIMING:** The Sweepstakes begins at **[INSERT TIME] [INSERT TIME ZONE]** on **[INSERT DATE]**, and ends at **[INSERT TIME] [INSERT TIME ZONE]** on **[INSERT DATE]** (the “Sweepstakes Period”).
5. **ENTRY:**

[Option 1] For **online** entry, use the following provision:

6. To enter, visit **[INSERT URL]**, fill out the entry form in the space provided. **[IF MORE THAN ONE PRIZE IS GIVEN OUT ADD THE FOLLOWING:** You will also be asked to select the prize you would like to receive if you are selected as a winner.] After entering this information and clicking on the “Submit” button, you will immediately receive one (1) Sweepstakes entry. Entries received prior to or after the Sweepstakes Period will be disqualified. **LIMIT ONE (1) ENTRY PER PERSON.** Multiple entries will be disqualified.

In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, or integrity of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for lost, stolen, late, incomplete, invalid, illegible or misdirected submissions or claims; for failed, partial or garbled computer transmissions; or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software or electronic or human error which may occur in the transmission of any information related to this promotion or in the processing of claims.

[Option 2] For **mail-in** entry, use the following provision:

To enter, fill out the entry form supplied with the mailer and submit the completed form. **[IF MORE THAN ONE PRIZE IS GIVEN OUT ADD THE FOLLOWING:** You will also be asked to select the prize you would like to receive if you are selected as a winner.] Your entry must be postmarked by **[INSERT DATE]** and received by **[INSERT DATE]**. Sponsor is not responsible for lost, late, incomplete, illegible or misdirected entries, which will be disqualified. Proof of sending will not be deemed to be proof of receipt by Sponsor. **LIMIT ONE (1) ENTRY PER PERSON.** Multiple entries will be disqualified. All entries become the sole property of Sponsor and none will be returned.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, or integrity of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for lost, stolen, late, incomplete, invalid, illegible or misdirected submissions or claims; for failed, partial or garbled computer transmissions; or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software or electronic or human error which may occur in the transmission of any information related to this promotion or in the processing of claims.

To elect to be excluded from future sweepstakes mailings, please notify Company at **[INSERT AN ADDRESS OR TOLL FREE NUMBER]**.

[Option 3] For **drop-in** entry, use the following provision:

To enter, complete the entry form and place it in the designated entry box located at **[INSERT NAME AND DATE OF TRADE SHOW]**. **[IF MORE THAN ONE PRIZE IS GIVEN OUT ADD THE FOLLOWING:** You will also be asked to select the prize you would like to receive if you are selected as a winner.] Sponsor is not responsible for lost, late, incomplete, illegible or misdirected entries, which will be disqualified. LIMIT ONE (1) ENTRY PER PERSON. Multiple entries will be disqualified. All entries become the sole property of Sponsor and none will be returned.

If for any reason the Sweepstakes is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, or integrity of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Sponsor assumes no responsibility for lost, stolen, late, incomplete, invalid, illegible or misdirected submissions or claims; for failed, partial or garbled computer transmissions; or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware, or software or electronic or human error which may occur in the transmission of any information related to this promotion or in the processing of claims.

7. **PRIZE:** **[INSERT NUMBER]** Prizes will be awarded. Each winner will receive **[INSERT PRIZE]**. Approximate retail value is **[INSERT AMOUNT]**. The Winning Entries will also be published in **[INSERT METHOD OF ANNOUNCEMENT]**. Winners do not need to be present to win.

No cash or other substitutions permitted, except by Sponsor who reserves the right to substitute a prize of comparable or greater value if the prize cannot be awarded as described for any reason. Prize must be accepted as awarded and is nonassignable and nontransferable. Any federal, state or local taxes are the responsibility of the winner.

Odds of winning depend on the number of eligible entries received and the relative performance of all entries. Except where prohibited by law, potential winner must execute and return an affidavit of eligibility and liability/publicity release within ten (10) days of notification. Noncompliance within this timeperiod may result in disqualification, and an alternate winner will be selected.

8. **DRAWING:** On or about **[INSERT DATE]**, one (1) potential winner will be selected in a random drawing from among all entries received by Sponsor whose decisions as to the selection of the potential winner are final. The potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winner will be notified by **[INSERT METHOD]** within **[INSERT NUMBER]** days of the drawing date. If the potential winner cannot be contacted within **[INSERT NUMBER]** days after the first attempt to contact him/her, an alternate entrant will be selected in his/her place at random from all entries received.

Except where prohibited, the potential winner and, if the potential winner is a minor, his/her parent or legal guardian, must sign and return to Sponsor, within **[INSERT NUMBER]** days of being notified, an affidavit of eligibility and liability/publicity release in order to claim his/her prize. If the potential winner fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, an alternate entrant will be selected in his/her place at random from among all entries received.

9. **PUBLICITY:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's use of winner's name, likeness, voice, opinions, biographical information and state of residence for promotional purposes in any media without further payment or consideration.
10. **GENERAL CONDITIONS:** Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or any other factor beyond Sponsor's reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor 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 these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **RELEASE:** By receipt of a Sweepstakes prize, winner agrees to release and hold harmless Sponsor and its officers, directors, employees and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize.
12. **LIMITATIONS OF LIABILITY: BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT SPONSOR, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY,**

FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES.

13. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes will be resolved in the appropriate courts in the State of California in the United States under 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.

14. **SWEEPSTAKES RESULTS AND OFFICIAL RULES:** Sweepstakes results and a copy of these Official Rules may be obtained **[INSERT METHOD, USUALLY BY MAIL OR ON THE WEB]**. Vermont residents may exclude return postage.

AFFIDAVIT OF ELIGIBILITY/LIABILITY AND PUBLICITY RELEASE

[INSERT NAME OF SWEEPSTAKES]

I, _____, hereby state:

I am at least eighteen (18) years of age.

My date of birth is _____.

I am submitting this affidavit with the understanding that it will be relied upon to determine my eligibility to receive the prize for which my entry has been submitted in the **[INSERT NAME OF SWEEPSTAKES]** (the “Sweepstakes”).

I hereby represent that I have complied with, and will continue to comply with the Official Rules and that I have perpetrated no fraud or deception in entering the Sweepstakes or in claiming any prize that may be awarded to me.

I also represent that neither I nor any member of my immediate family (defined as parents, children, siblings and spouse) nor anyone living in my household is an employee of Company Systems, Inc. (“Sponsor”), its affiliates, subsidiaries, contractors or agents.

I hereby grant to the Sponsor the absolute right and permission to use my name, address and/or photograph in any and all advertising and promotional materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, for advertising and promotional purposes in conjunction with this and similar promotions without notice to me and without further compensation. I shall have no right of approval, no claim to any compensation, and no claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of my name, address, photograph or likeness.

I understand and acknowledge and hereby waive and release any and all rights, demands, losses, liabilities, claims and causes of action whatsoever which I may now or hereafter be entitled to assert, including, but not limited to any death, injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of any prize awarded to me in this Sweepstakes.

I understand that I will be disqualified from receiving and agree to return to Sponsor any prize which may be awarded to me if any statement made by me in this affidavit is false and I agree to return immediately upon demand to Sponsor any prize or the value of such prize which has been or may have been awarded to me if any statement made by me in this affidavit is false. I state further that I have read the above publicity and liability release prior to its execution and that I fully understand its contents.

I understand and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Sponsor and that no action will be taken by or on behalf of the undersigned with respect to any such rights, it being understood that this release shall be binding upon the heirs, executors and administrators of the undersigned.

(Signature of winner) Name: _____
(Please print)

Address: _____

Telephone: _____