

## Register Tapes for Education-Independent Retailers Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS WHO RESIDE IN THE STATE OF: MA, MI, MN, MT, OH, OK, SC, WA, WI AND WV. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT PHYSICALLY LOCATED IN AND A LEGAL RESIDENT OF THE STATE OF: MA, MI, MN, MT, OH, OK, SC, WA, WI OR WV. AN ENTRANT MUST BE TWENTY ONE (21) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND AGREES TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT (SO READ THEM CAREFULLY BEFORE ENTERING). THIS CONTRACT INCLUDES, WITHOUT LIMITATION, GRANTS OF RIGHTS AND INDEMNITIES TO THE SPONSOR FROM ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES. IF ENTRANT IS NOT TWENTY ONE (21) YEARS OF AGE OR OLDER, AND/OR IF ENTRANT DOES NOT AGREE TO THESE OFFICIAL RULES DO NOT ENTER THIS SWEEPSTAKES.**

1. **Eligibility, Participation and Agreement to Official Rules:** Register Tapes for Education-Independent Retailers Sweepstakes (the "Sweepstakes") is open only to legal residents of the state of: MA, MI, MN, MT, OH, OK, SC, WA, WI and WV, (the "eligible geographic areas") who are physically located therein and who are at least twenty one (21) years of age or older at the time of entry. The Sweepstakes and any web sites, web pages and advertisements relating thereto are intended for viewing only within the United States. Entries received from persons residing outside the eligible geographic areas, or prohibited by law or persons who are not legal U.S. citizens will be disqualified. Employees of Universal Promotions, Inc. (the "Sponsor"), and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and advertising agencies, and all other service agencies involved with the Sweepstakes, and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are not eligible to participate or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. By participating in this Sweepstakes and entering or attempting to enter into the Sweepstakes, Entrant fully and unconditionally agrees and acknowledges that: a) he or she has read and understands these Official Rules; b) he or she has met the Sweepstakes eligibility requirements as explained in these Official Rules; c) he or she unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes; d) he or she waives any right to claim ambiguity in this Sweepstakes or these Official Rules; and e) winning and receiving a prize in contingent upon compliance of these Official Rules and fulfilling all requirements.
2. **Sponsor:** The Sponsor is Universal Promotions, Inc., 3561 Valley Drive, Pittsburgh, PA 15234. Sponsor's decisions as to the administration and operation of the Sweepstakes are final and binding in all matters related to the Sweepstakes.
3. **Timing:** The Sweepstakes begins on 9/1/16 at 9:00 a.m. Eastern Time ("ET"), and ends on 1/31/17 at 5:00 p.m. ET (the "Sweepstakes Period").
4. **How to Enter Sweepstakes:** There are two (2) methods of entry. Sponsor will not correspond regarding receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned.
  - a. **Register Tapes for Education Entry Method:** During the Sweepstakes Period, an Entrant can enter the Sweepstakes by completing a Register Tapes for Education entry form (the "entry") and submitting the entry to a school participating in the Register Tapes for Education program.
  - b. **Mail-in Entry Method:** To enter the Sweepstakes without using the Register Tapes for Education Entry Method, an Entrant may hand print the following required information on a piece of paper in English (the "entry"): a) his or her full name; b) his or her address complete with postal zip code; c) daytime phone number; d) his or her age at time of entry; and e) name of the Sweepstakes; and mail entry in an envelope with proper first class postage to Universal Promotions, P.O. Box 14758, Pittsburgh, PA 15234 Attn: Register Tapes for Education-Independent Retailers Sweepstakes. Any entries that are incomplete and/or illegible will become void and disqualified from the Sweepstakes. There is a limit of one (1) entry per envelope. All mail-in entries must be postmarked by 1/31/17 and received by 2/5/17. All required information stated above must be on Entrant's entry, in the event an Entrant fails to list the required information for any reason whatsoever his or her entry will become void and disqualified from the Sweepstakes. For potential Prize Winner notification an Entrant must provide a daytime phone number that is functional between the hours of 9:00 a.m. ET through 4:30 p.m. ET for a minimum of thirty (30) days after the conclusion of the Sweepstakes Period. Sponsor is not obligated to leave a message on voice mail, answering machine or other communication device.
5. **Odds of Winning:** Odds of Winning will depend upon the number of eligible entries received.

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6. **Sweepstakes Period Drawing:** The Sponsor will conduct one (1) random drawing on or about 2/24/16 to select one (1) Prize Winner by combining eligible entries received from the Register Tapes for Education Entry Method and Mail-in Entry Method. In the event an Entrant wins a prize, and is later found to be in violation of these Official Rules, Entrant will be required to forfeit the prize or, if the violation is discovered after the Prize Winner has used or redeemed his or her prize, to reimburse Sponsor for the stated approximate retail value (the "ARV") of the prize listed in these Official Rules.
7. **General Sweepstakes Information:** Any Entrant using another person's identity may be disqualified and ineligible to claim any prize. False or deceptive entries or acts, including misrepresentation of age, shall render such entries as ineligible. An Entrant may be required to produce proof of identity, address, and/or birth date. Once an entry is submitted, it cannot be deleted, canceled or modified by an Entrant. Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Sweepstakes, for marketing purposes, administration of Sweepstakes, or any other purpose Sponsor believes may be of interest to Entrant about services offered by Sponsor, unless prohibited by law. Sponsor assumes no liability for any entries submitted into the Sweepstakes that violate these Official Rules. Sponsor shall have the absolute right to determine if an entry is in compliance with these Official Rules without notice to the Entrant. If it is determined that an entry is not in compliance with these Official Rules the entry will be disqualified. Sponsor reserves the right to verify the eligibility of any Entrant. In the event that for any reason whatsoever Entrant's entry, or any portion thereof, is not captured as a full submission in accordance with these Official Rules, whether through no fault of Entrant or otherwise, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, computer or cellular transmission, or network connections, any such attempted entry submissions will become null and void and Sponsor shall have no duty to advise Entrant, to allow Entrant to resubmit, or any liability for such failure in any respect; all of which Entrant hereby waives to the fullest extent permitted by applicable law. Specifically without limiting the generality of the foregoing, Sponsor is not responsible for any lost, late, postage due, illegal, intercepted, incomplete, misdirected, damaged, destroyed, mutilated, unintelligible or not received entries, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of entries. Proof of sending an entry will not be deemed to be proof of receipt by Sponsor. If for any reason whatsoever data is not available to contact a potential Prize Winner, the entry will become null and void and the Entrant will be disqualified from the Sweepstakes.
8. **License to Use Submitted Materials and Sponsor's Rights to Entries:** By submitting an entry, Entrant agrees that his or her entry submission is gratuitous and is made without restriction, and will not place Sponsor under any obligation that Sponsor is free to disclose the information contained in the entry on a non-confidential basis to anyone or otherwise use the entry, without any compensation to Entrant. Entrant further grants to Sponsor and its affiliated companies the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry (with or without Entrant's name) in any media now known or later developed throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party on Entrant's behalf. In addition by submitting an entry, Entrant, forever waives any rights of copyrights, trademark rights, patent rights, privacy rights, and any other legal or moral rights in the entry that may preclude Sponsor or its affiliated companies use of the entry, or require Entrant's permission for the Sponsor or its affiliated companies to use the entry. Entrant acknowledges that Sponsor is in no way obligated to broadcast, post, publish, or use his or her entry in any way. Entries become the sole property of the Sponsor and may not be acknowledged or returned. Entrants and Prize Winner acknowledge and agree their entries become the property of the Sponsor, which thereby has the right to promote and otherwise use the entries in any way Sponsor sees fit.
9. **Publicity Rights:** By participating in the Sweepstakes and accepting a prize, Entrant/Prize Winner agrees to allow Sponsor and/or a representative acting on Sponsor's behalf the perpetual right to use Entrant's/Prize Winner's name, biographical information, email address, entry and/or likeness, and statement for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to Sweepstakes without notice to Entrant and/or Prize Winner, without credit and without compensation or obligation except where prohibited by law.
10. **Prize Descriptions:** One (1) prize will be awarded. Prize Winner will receive a five hundred dollar (\$500) Gift Certificate to a grocery retailer selected at the sole discretion of the Sponsor. The use of a third party trademark is for the purpose of prize description only and such use is not intended to suggest or imply sponsorship, endorsement, or the approval of this Sweepstakes. Certain restrictions and terms and conditions may apply to prizes. Prizes are non-transferable in whole or in part except at the discretion of the Sponsor. The total ARV of all prizes being awarded is five hundred dollars (\$500).

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Prize Winner must accept the prize being awarded or prize may be forfeited and may be awarded to an alternate Prize Winner. No substitution or cash redemption except at the discretion of Sponsor, in which case a prize of equal or greater value will be awarded. Sponsor reserves the right, to substitute a prize (or component thereof) of equal or greater value for any reason whatsoever. Prizes will be awarded "as is" with no warranty or guarantee, Sponsor has not made nor in any manner is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize thereof, including but not limited to its quality, condition, appearance, safety and/or performance. Prize Winner shall bear all risk of loss or damage to prize upon prize being awarded to Prize Winner. Sponsor does not have any obligation or responsibility to replace prize if lost, damaged or stolen. Sponsor is not responsible for any fees, costs, or additional charges that may result from an Entrant and/or Prize Winner, entering and participating in the Sweepstakes and/or being awarded and/or receiving and/or using a prize.

11. **Prize Winner Notification: Prize Winner will be considered to be potential Prize Winner until Sponsor confirms his or her prize winner status.** Sponsor will contact the potential Prize Winner by one of the following methods: a) email; or b) telephone. A potential Prize Winner may be disqualified from the Sweepstakes, and the potential Prize Winner required to forfeit his or her prize and an alternate potential Prize Winner may be selected if a potential prize winner: a) is unreachable or unresponsive to notification or attempted notification; b) declines or cannot accept, receive or use the prize or any component of the prize for any reason; c) does not meet eligibility requirements or fails to comply with these Official Rules; d) submits a response after the allocated response by date; or e) does not return the Release Documents (if applicable) within the date specified by Sponsor. Sponsor reserves the right to modify the notification process. Sponsor is not responsible for any change in an Entrant's name, telephone number or email address. If attempted notification is returned as undeliverable, if Prize Winner cannot be verified, if Prize Winner is disqualified, or if Prize Winner is unable to accept the prize as stated for any reason whatsoever, the prize will be forfeited without compensation of any kind.
12. **Requirements of Prize Winner:** Prize Winner must continue to comply with the Official Rules; and winning is contingent upon abiding to the Official Rules and fulfilling all instructions. Prize Winner accepts and will be bound to the terms and conditions of these Official Rules and to any instructions given by Sponsor. An Entrant warrants that by his or her participation in the Sweepstakes he or she agrees that if the Sponsor declares his or her entry as a winning entry and Sponsor decides to automatically award a prize to him or her, Entrant/Prize Winner agrees to permit Sponsor to use his or her name, likeness, or biographical information for promotional purposes without additional notice or compensation, in any and all media as described under sections #8 and #9 and Entrant/Prize Winner acknowledges and agrees to Releases and Limitations of Liability (section #14) as stated in these Official Rules.
13. **General Conditions:** Failure to comply with these Official Rules and the decisions made by the Sponsor may result in the Entrant being disqualified from the Sweepstakes. Any entry obtained outside of an authorized, legitimate channel and/or not in compliance with these Official Rules will void all such entries and disqualify any Entrant using such methods. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Sweepstakes, acting in violation of these Official Rules, acting in a non-sportsmanlike or disruptive manner, or acting with intent to annoy, abuse, threaten, or harass any other person. Any Entrant who attempts to enter the Sweepstakes with multiple identities, uses any other device or artifice to enter Sweepstakes, or that is not in accordance with the method, or interferes with the proper entry of this Sweepstakes will be disqualified. **WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS SWEEPSTAKES OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
14. **Release and Limitations of Liability: BY PARTICIPATING IN THIS SWEEPSTAKES AND OR ACCEPTING A PRIZE ENTRANTS, PRIZE WINNER, AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT OR SCHOOL, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE SWEEPSTAKES, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS SWEEPSTAKES PROMOTION OR ANY SWEEPSTAKES PROMOTION OR PRIZE RELATED ACTIVITIES.** The Released Parties shall not have any obligation,

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responsibility or liability, including but not limited to any responsibility to award any prize to Entrants, with regard to: (1) Entries that are forged, fraudulent, altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries that are lost, late, incomplete, illegible, unintelligible, unrecorded, damaged, garbled, misaddressed, postage due or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communication devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines, or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem (4) Any typographical errors, printing errors, errors in Sweepstakes administration, errors in submission of an entry, errors in announcement of Prize Winner and/or award of any prize, or any errors of any kind that may result in the selection and notification of a Prize Winner; (5) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a prize; (6) Any inability of a Prize Winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a Prize Winner due to delays or interruptions due to Acts of God, natural disasters, threats of or actual terrorism, weather, war, fire, labor dispute or strike, civil disturbance, riot, transportation interruption or any similar event or cause beyond the Released Parties reasonable control; and (8) Human error, unauthorized human intervention, inaccurate capture or mis-entry of any information. Entrant, Prize Winner acknowledge that they will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition and features of a prize. Sponsor reserves the right to correct any errors pertaining to this Sweepstakes for any reason whatsoever. If for any reason whatsoever the Sweepstakes (in whole or in part) is not capable of running as planned due to but not limited to, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Sweepstakes, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Sweepstakes and determine Prize Winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

15. **Disputes:** Except where prohibited, by participating, Entrants, Prize Winner agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Entrant, Prize Winner and Sponsor shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any Entrant, Prize Winner be permitted to obtain awards for and 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. By entering the Sweepstakes, all participants agree to be subject to jurisdiction in the Federal and State court of the Commonwealth of Pennsylvania and agree that all disputes relating in any way to this Sweepstakes must be resolved in the courts of the Commonwealth of Pennsylvania. Entrants and Prize Winner agree not to raise the defense of forum non conveniens.
16. **Tax Information:** The value of a prize may be taxable as income to the Prize Winner. Prize winner is solely responsible, at his or her own costs, for all matters relating to the prize, including but not limited to, all federal, state and local taxes. It is the sole responsibility of the Prize Winner to seek independent counsel regarding tax implications.
17. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting [www.universal-promotions/privacy](http://www.universal-promotions/privacy).
18. **Winners List:** To obtain the Prize Winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 3561 Valley Drive, Pittsburgh, PA 15234; Register Tapes for Education-Independent Retailers Prize Winner List. Requests must be received by May 15, 2017.
19. **Official Rules:** For a copy of Official Rules visit [www.registertapesforeducation.com/shoppercontest](http://www.registertapesforeducation.com/shoppercontest).