



Wednesday, October 3, 2012

11:00 AM - 12:30 PM

209 – Sweepstakes, Raffles, Contests and Lotteries: What Every In-house Lawyer Needs to Know

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Faculty Biographies

Lisa Hatton Harrington

Lisa Hatton Harrington is vice president and associate general counsel at NBCUniversal Entertainment, digital division. She serves as primary legal counsel for the digital properties including Fandango, Movies.com, DailyCandy, DailyCandy Deals, and NBCU Digital Entertainment, with offices in West Los Angeles and New York City.

Ms. Harrington joined Fandango, which was purchased by Comcast in 2007, and became part of NBCUniversal in 2011. Notably, the company acquired Movies.com and DailyCandy, and created DailyCandy Deals during her tenure. She serves as counsel for all of these entities, and provides support for several other NBCUniversal entities, doing a wide variety of legal work, including online media, new technologies, sweepstakes and promotions, advertising, e-commerce, gift cards, merchandising, privacy issues, IP, licensing and distribution, group buying and social media. Previously, she held law firm positions for doing both corporate work and litigation, and has been an in-house lawyer since 2000.

Ms. Harrington was the recipient of an outstanding corporate counsel award from the Los Angeles Business Journal in 2011. She currently serves on the board of the Women Lawyer's Association of Los Angeles, and is co-chair of WLALA's in-house counsel committee.

Ms. Harrington received her BA from UCLA and her JD from USC Law School.

Dana McDonald

Dana McDonald is associate counsel at Under Armour, Inc., a leading developer, marketer, and distributor of branded performance apparel, footwear, and accessories. As associate counsel, Ms. McDonald focuses on contract review and negotiation, social media, privacy, marketing promotions, and other legal affairs. Previously, Ms. McDonald was an associate at a Baltimore law firm practicing commercial real estate law.

Ms. McDonald received her BS from Southeast Missouri State University and her JD from the University of Maryland School of Law.

Emily Roisman

Emily Neisloss Roisman is vice president and corporate counsel for Feld Entertainment, the world's leading producer of live family entertainment, including Ringling Bros. and Barnum & Bailey(R), MONSTER JAM(R), Supercross, Arenacross, Nuclear

Cowboyz(R), Nitro Jam(R), Disney Live! and Disney On Ice. She has advised the company in the areas of advertising and marketing law, sweepstakes compliance, merchandise licensing and sponsorship, and has drafted a wide variety of commercial contracts for Feld's North American business operations, including employment and consulting contracts, vendor agreements, television "trade-outs", music licenses, arena and stadium usage licenses, and commercial leases.

Prior to joining Feld Entertainment, Ms. Roisman was a partner with the law firm of Schatz & Schatz, Ribicoff & Kotkin in Hartford, CT, where she specialized in real estate-related litigation.

She currently serves as chair of ACC's Sports and Entertainment Interest Group.

Ms. Roisman received her undergraduate degree with distinction in French from Dartmouth College, and her JD from The University of Connecticut School of Law.

The image shows an overview slide for the presentation. The background is white with a vertical orange bar on the right side. A grey rectangular box at the top left contains the word 'Overview'. Below it is a bulleted list of topics.

Overview

- **The Basics**
- **Rules**
- **State Restrictions**
- **Registration and Bonding**
- **Skill Contests with Consideration**
- **Using Social Media**
- **We Announce Sweepstakes Winners!**

The Basics**Laws and regulations:**

Many laws and regulations govern conduct of Sweepstakes, Contests and Lotteries:

- **Deceptive Mail Prevention & Enforcement Act**
- **Unlawful Internet Gambling Funding Prohibition Act**
- **CAN-SPAM**
- **COPPA**
- **FTC regulations vs. deceptive trade practices**
- **50 States and D.C. Regulations**
- **International Regulations**

The Basics**Beware of these 3 elements:**

- 1. Chance**
- 2. Prize**
- 3. Consideration**

A sweepstakes or contest that contains all 3 of these elements is an **ILLEGAL LOTTERY.**

Removing any one element will cure.

What is CHANCE?

The Basics

Random selection or drawing with no control by participant over outcome.

Eliminate Chance by Choosing Winner on Basis of Skill:

1. Questions cannot be too hard or too easy;
2. Ties must be broken on basis of skill;
3. Judging criteria must be objective and clearly disclosed;
4. Judges must be qualified; and
5. All entrants must compete on equal playing field.

The Basics

CANADA – NO GAMES OF “CHANCE” ALLOWED

- Sweepstakes winner must answer a timed “skill-testing question”:

$$(3 \times 6) + 12 / 2 - 8 =$$

- Residents of Quebec are often excluded as the province has additional regulations, e.g. all materials must be in both English and French.

The Basics

What is a PRIZE?

Generally, anything of value awarded to participants.

Tickets redeemable in merchandise:
Retail Section of Chamber of Commerce of Plattsmouth v. Kieck, 257 N.W. 493 (Neb. 1934)

Free games = “a thing of value.”
State v. Bally Beach Club Pinball Machine, 119 A.2d 876 (Vt. 1956)

“Anything affording the necessary lure to indulge the gambling instinct.”
Heartley v. State, 157 S.W.2d 1 (Tenn. 1941)

The Basics

What is CONSIDERATION?

Giving up something of value to participate.

Avoid Consideration with AMOE – If purchase of product required, sponsor must offer all participants a **FREE Alternate Method of Entry** that is given “equal dignity” (has the same chance of winning) and is clearly and conspicuously referenced in the marketing.

Not Consideration:

- Postage (except return postage in VT)
- Internet access
- Filling out entry form

What is CONSIDERATION?

The Basics

May be Consideration:

- **Visiting retail establishment** (e.g. to get entry form) **Consideration:** *People v. Brundage*, 162 N.W.2d 659 (Mich. 1968) (requiring multiple store visits may constitute consideration)
- **Ad campaign resulting in increased sales** (*Clark v. State*, 80 So.2d 308 (Ala. 1954)) (**NO.** Store operator conducted drawing for prizes on TV, register by mail or at store w/o purchase or payment) but see *State v. Reader's Digest Association Inc.*, 501 P.2d 290 (Wash. 1972) (**YES.** Benefit to sponsor in terms of increased sales = consideration where mailed ads were "attention-getting device").

The Basics

After the promotion is over:

- **Winner's release signed.**
- **Maintain list of winners.**
- **Send winners list to states requiring these lists and have bonds (if any) released.**
- **Send 1099 to winner if prize is valued at \$600 or more.**

Rules**Every sweepstakes or contest needs
RULES!**

It does not matter if entry is via the internet, on-site, text, Twitter, or any another form of entry.

Rules are terms of the contract between promotion sponsor and entrant.

Everyone must play by the same rules.

Rules**Link to COMPLETE RULES and abbreviated rules must be available prior to entry**

- **Require entrant to indicate acceptance of rules upon entry**
- **No changes to the rules after promotion begins**
- **“No purchase necessary to enter or win, nor will a purchase increase your chance of winning.”**
- **Free Alternative Means Of Entry (AMOE)**
- **Retail value of each prize**
- **Eligibility restrictions and qualifications**
- **Start and End Date**
- **Name and address of sponsor**
- **Website for privacy policy applicable to entries**

Rules

Age of Majority:

Best Practice: Limit eligibility to age of majority in entrant's state of residence.

Age of Majority = 18 in most states, but be aware of state law variations:

Alabama = 19 (Ala. Code § 26-1-1)

Mississippi = 21 (Miss. Code. Ann. § 1-3-27)

Nebraska = 19 (Neb. Rev. Stat § 43-2101) (but 18 to enter into binding contract)

State Restrictions

Skill Contests: States where *no consideration* allowed OR if allowed, contest must be *registered* or *certain disclosures* made to the consumer:

- **Arizona** (registration required)
- **Colorado** (C.R.S.A. 6-1-803)
- **Connecticut** (contests with prize over \$200; CGS 42-298)
- **Iowa** (OK w/disclosures; Iowa Code 714B.2)
- **Maryland** (§13-305)
- **North Dakota** (N.D.C.C. Chapter 12.1-28-01)
- **Vermont** (13 V.S.A. § 2143b)
- **New Jersey** (AG Op.)
- **Tennessee** (AG Op.)

State Restrictions

Prize Restrictions/Prohibited Prizes:

- **California** – no live animals
- **Hawaii** – no liquor prizes in public places
- **Maine** – no live animals and no liquor prizes if contest is held by liquor license holder
- **Massachusetts** – no live animals
- **Minnesota** – no chicks, goslings, ducklings or rabbits that have been artificially colored
- **Nebraska** – real estate, raffle ticket, or live animal except for beef or dairy cattle, horse, bison, sheep, or pig
- **Pennsylvania** – live animals, except fish

State Restrictions

States that Regulate Use of Certain Words:

- **CA** – “winner” and “lucky” (Cal. B&P. Code 17539.1-17539.3)
- **FL** – “free” (Fla. St. 817.415)
- **NV** – “specially selected” (NRS 598.138)
- **NC** – “winner”, “congratulations”, “You are entitled to receive” (NCGS 75-32); “carefully selected” or “You have been chosen” NCGS 75-34)
- **OH** – “free” (OAC 109:4-3-04)
- **TN** – “winner” “finalist” “specially selected” “in first place” (TN 47-18-124(c)(7))
- **VT** – “winner” and “selected” (CP 109.01)

Registration and Bonding

NEW YORK: promotions over \$5,000 require registration with the New York Secretary of State.

- Forms: www.dos.ny.gov/forms/corporations/0255-a.pdf
- File at least 30 days *prior* to commencement of promo.
- Trust Account or Surety Bond (amount of bond = total retail value of prizes)
- File copy of certificate of deposit or copy of bond
- File copy of Final Rules
- File list of Prizes
- Filing Fee \$100
- Release of Bond requires filing of winners list (name and address) no more than 90 days after selection of winner for each winner of prize over \$25, date of delivery of prize to winner and description of each prize awarded.

Registration and Bonding

FLORIDA: promotions over \$5,000 require registration.

- Forms: www.800helpfla.com/sweepsbus.html#forms
- File at least 7 days *prior* to commencement of promo.
- Trust Account or Bond (Florida Department of Agriculture and Consumer Services), amount of bond = total value of prizes
- File copy of Final Rules
- File list of prizes
- Filing Fee \$100
- File winners list no more than 60 days from selection of winner.
- Waiver available, requires five (5) consecutive years of operating game promotions in Florida

Registration and Bonding

RHODE ISLAND: Sweepstakes offered by a “retail establishment” where total prize retail value of \$500+ requires registration with **Office of the Secretary of State, Corporations Division.**

- Forms: sos.ri.gov/documents/business/misc/GamesofChance.pdf
- **\$150 filing fee**
- **No bond required**

Must post in “**conspicuous and prominent location**” in each retail establishment:

- **minimum number and value of prizes**
- **period of time over which prizes can be won**
- **geographic area covered**
- **rules and regulations**
- **names and addresses of prize winners**

Registration and Bonding

Each state has different rules:

- **Arizona:** Contests of skill that require purchase to enter must be registered
- **California:** Sweepstakes using 900 numbers must be registered
- **Louisiana:** Any sponsor who “solicits calls for prize contest or sweepstakes” required to submit information to the attorney general
- **Missouri:** Registration required for sweepstakes involving time-shares

Skill Contests with Consideration

DOMINANT FACTOR TEST: Does Chance outweigh Skill in determining Winner? (CA, CT, GA, ID, IN, KS, KY, MA, MI, MN, NE, NV, NH, NM, NC, ND, OH, PA, RI, SC, SD and WI) (test was defined in 1973 AK case, *Morrow v. State*, 511 P.2d 127, but AK statute modified in 1978)

Participants must have distinct possibility of exercising skill, sufficient data upon which to calculate an informed judgment and opportunity to exercise the skill, and general class of participants must possess the skill; skill or the competitors' efforts must sufficiently govern results; standard of skill must be known to participants, this standard must govern results.

Skill Contests with Consideration

MATERIAL ELEMENT (AL, AK, HI, MO, NJ, OK, and OR)

Is the element of chance present to a *Material Degree* in determining Winner? "Contest of chance" is "contest, game, gaming scheme, or gaming device in which the outcome depends in a *material degree* upon an element of chance, notwithstanding that the skill of the contestants may also be a factor." (Alaska Stat. § 11.66.280(1) (accord, Hawaii §712-1220)

Does chance remain "an integral part of the result" and is it "meaningful in determining the outcome of the game"? *State ex. Rel. Tyson v. Ted's Game Enterprises*, 893 So.2d 355 (Ala. Civ. App.2002) (slots player "skilled at playing the odds" is "still playing the odds")

Skill Contests with Consideration**ANY CHANCE (AR, AZ, FL, LA, ME, MS, TN, TX, UT, VT, WA)**

If chance is **present at all or a factor in any way**, then it is an **illegal lottery**. See, e.g. Ariz. Stat. Anno. 13-3301(1)-(7)(2009)(*but dominant factor test used in AZ for "Amusement Gambling" w/ Chuck E. Cheese-type prizes*); Maine Rev. Stat. 17-A Section 952 (illegal lottery where "chance enters as an element that influences the outcome in a manner that can not be eliminated through the application of skill.")

PURE CHANCE (the "British Rule")

Is the winner determined **SOLELY** by chance? If so, then it is an illegal lottery. If **any skill required**, then not a lottery. (Not currently followed in US.)




Using Social Media

Social Media

Use of mobile and social media platforms such as Facebook, Twitter, YouTube, Google+, & Pinterest can raise additional issues:

- Additional level of compliance = Third-party guidelines and/or terms of service.
- Links to disclose promotion’s Official Rules, Sponsor’s Privacy Policy, Terms of Use for applicable website
- Mobile promotions – telephone consumer protection, CAN SPAM and privacy laws apply
- “Refer-a-Friend” for additional entries – consideration? CAN SPAM?
- FTC Required Disclosures – Bloggers

Social media provides a platform for immediate and public feedback about your promotion...



WEATHER THE WEATHER

SAVE THE SUNSETS AND AFTERNOONS - WE'RE LOOKING FOR THE FRIGID, FEARLESS AND FORTUITOUS.

11 people like this.

1 share


thanks for the promo

nope...you won't carry my size of shoes so why bother?

have my Coldgear, but it hasn't snowed here yet this season.

no fair I live in fla. I would have 4 strokes if I one a shopping spree here! Omg I go 3 times a week!!! Love this store!!!!

any idea on when the pictures will be posted and voting will start??



When are you going to announce the finalist for the "Weather the Weather" contest?

<http://blogs.theprovince.com/2012/01/11/adventurer-alastair-humphreys-national-geographics-10-finalists-for-adventurer-of-the-year-2012-10/>

Adventurer Alastair Humphreys: National Geographic's 10 Finalists For Adventurer of the Year 2012 (#

Each year National Geographic selects the "Adventurer of the Year." This is my 10th post about the 10 finalists. If you missed any I will do a complete summary of all the finalists after this post. The winner is selected from a group of 10 finalists.

SPORTS AUTHORITY

Enter the Colorado's Got Sole Sweepstakes to win one of five amazing Colorado vacation experiences - from ice climbing in Ouray to skiing and snowboarding at Loveland Ski Area, Colorado tourism and Sports Authority are giving you a chance to experience Colorado in all its beautiful <http://www.mountain.com>

Using Social Media



Facebook's Promotion Guidelines

www.facebook.com/page_guidelines.php

1. **Must be administered within apps on Facebook.com, either on a Canvas Page or a Page Tab.**
2. **Using Facebook features cannot be a condition of entry except for:**
 - ✓ liking a Page
 - ✓ checking into a Place
 - ✓ connecting to your app
 - **Cannot condition entry on liking a Wall post, or commenting or uploading a photo on a Wall.**
 - **Cannot notify promotion winners via Facebook.**
3. **No use of Facebook features or functionality, such as the Like button, as a voting mechanism for a promotion.**
4. **“F” logo OK to use to identify source of the promotion, but no use of “Facebook” logo without permission.**

Using Social Media



Promotions on Facebook: Requirements

Promotions on Facebook must include the following:

- **A complete release of Facebook by each entrant or participant.**
- **Acknowledgment that the promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.**
- **Disclosure that the participant is providing information to the sponsor of the promotion and not to Facebook.**
- **CAVEAT: Complying with Facebook Promotions Guidelines does NOT guarantee that your promotion will be lawful.**

Using Social Media

Like-Gated Promotions on Facebook

- A “Like-Gated” promotion requires consumers to “like” a company’s Facebook page to gain access to a benefit, such as a deal, coupon code, early access or merchandise or other savings.
- Promotions must be structured properly so that “likes” are not obtained by misleading offers.
- Material terms and conditions of an offer should be clearly and conspicuously disclosed prior to a consumer “liking” a company’s page, and the consumer should actually receive the benefit offered.

Using Social Media

Suggestions for Like-Gated Promos on Facebook

- Number of items or discounts to be given away should appear in the main claim, not as part of the disclosure;
- Any shipping and handling or other fees should appear alongside any noting of a “free” offer;
- “Conditions apply” notice should appear clearly and prominently in the offer and additional terms and conditions should appear on the Facebook page; and
- Avoid using misleading or artificial means to inflate the number of “likes” to a page.

Sample Facebook Sweepstakes

Monster Jam
July 9 via Shoutlet

Can you handle dog-sitting for our 10,000 pound Mutt? There is only ONE WEEK left to enter in for a chance to win a Monster Mutt® Block Party. Contest ends July 16th! For more info: <http://shout.lt/bI5m/>

Like · Comment · Share 1.1

197 people like this.

- Zack** July 9 at 2:22pm · Like
We need a contest like this in canada !!!
- Belinda** July 9 at 3:09pm · Like
Where this at?
- Dawn** July 9 at 5:02pm · Like
Great for my Son's B-day Party!!!!
- Kerri** July 10 at 9:41am · Like
My son would love this! He is the biggest Monster Jam Fan. Would definately make a great birthday party for his birthday next month!
- Aaron** Monday at 4:41pm · Like
I want the dalmatian

Sample Facebook Sweepstakes

Favorites Suggested Sites

Fandango Virtual Theater on Facebook

facebook Search for people, places and things

Protect Your Information
You're already using HTTPS to browse Facebook more securely, but some content may still not be 100% secure. Turn on secure browsing to increase your account protection and avoid getting security warnings.
[Turn On Secure Browsing](#) [Learn More](#)

FANDANGO

FANDANGO'S THE DARK KNIGHT RISES
VIRTUAL THEATER

JOIN THEATER

Please enter the following information so that we can contact you in the event you're selected as a winner!

First Name Last Name Email


Sign up to receive e-mail updates from Warner Bros.
 Sign up to receive Fandango FanMail, free email alerts on everything movies and entertainment.

ENTER **ATTENDING** **10053**

Join for a chance to win movie tickets for a year!

[HOW TO PLAY](#) [PRIZES](#)


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Using Social Media 

Understanding Twitter Contest Guidelines:
<https://support.twitter.com/groups/31-twitter-basics/topics/114-guidelines-best-practices/articles/68877-guidelines-for-contests-on-twitter#>


1. Discourage the creation of multiple accounts
2. Discourage posting the same tweet repeatedly
3. Ask users to include an @reply to you in their update so you can see all the entries
4. Encourage the use of topics relevant to the contest
5. Follow the Twitter Rules



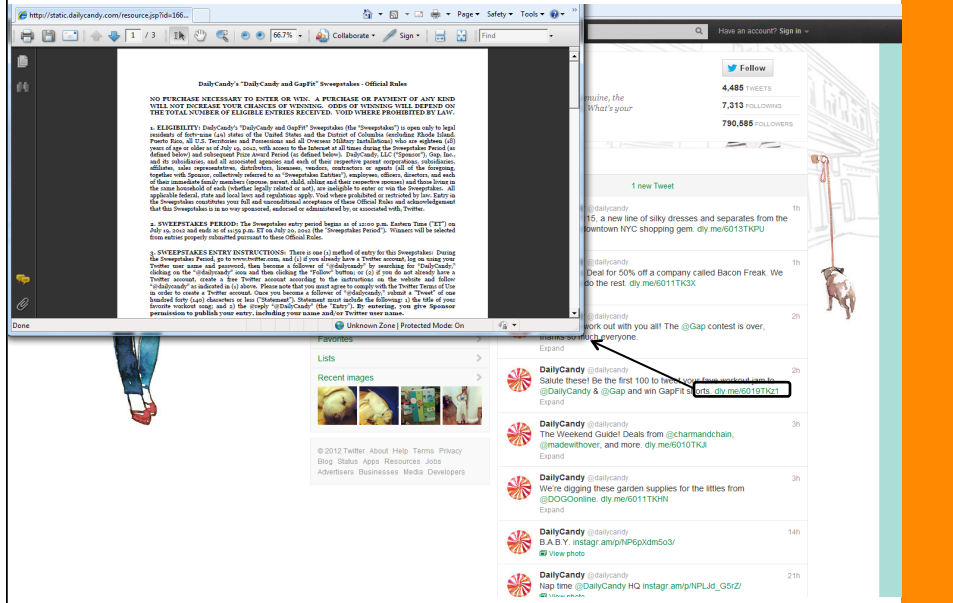
Using Social Media 

Abbreviated Rules for Tweets:

“NO PURCHASE NECESSARY. For rules, click [here](#).”



Tweet Link to Contest Rules



Using Social Media




Promotions on Twitter:

Things to keep in mind:

- Be careful of what you ask users to Tweet—do not violate paid blogger regulations.
 - Encourage use of #ad, #paid, #sponsor or #sweeps.
- Can condition entry on being a follower, but include entry methods for non-followers, too.
- Include in the Official Rules that entrants will not be notified if their privacy settings preclude entry and could be disqualified.
- Tweet link to the Official Rules and entry details.

Using Social Media



Promotions on YouTube:

<http://support.google.com/youtube/bin/static.py?hl=en&page=guide.cs&guide=30071&topic=30085&answer=1100988>

- Comply with all applicable laws, rules and regulations.
- Refrain from utilizing channel functions (i.e. likes or view counts) to conduct a contest.
- Prohibited from reusing data for any marketing purpose.
- Do not infringe or encourage infringement or unlawful activity.
- Post Official Rules on the entry page or otherwise disclose.
- Require entrants to agree to the website's Terms of Use.
- Free entry to participate (AMOE).
- Sponsor is responsible for video content and judging.
- Remove any video that violates the Official Rules and/or Terms of Use—YouTube may remove the video first.
- Privacy notice must be included in the Official Rules.
- Post notice that YouTube is not the sponsor of the promotion.
- NOTE: YouTube Terms indicate broad indemnity and limitation of liability clauses in favor of YouTube.

Using Social Media

What about GOOGLE+?

- **No contests, sweepstakes, offers, coupons or other promotions may be run directly on a Google+ Page.**
- **May display a link to separate promo site on a Google+ Page so long as the business (and not Google) is the sole sponsor.**
- **Google reserves the right to remove any promotion content from a Google+ Page for any reason.**

*Data gathered from <http://www.google.com/+policy/pagescontestpolicy.html> on June 27, 2012

Using Social Media

What about PINTEREST?

- Cold Brew Labs, Inc. (Pinterest) has not established a contest or promotions policy to date.
- Current promotions that are run on Pinterest appear to violate federal and state sweepstakes and promotions laws:
 - Requirement of a user developed “pin board” displaying favorite products from a business’ website to enter the promotion; and
 - Offering of additional entries for developing a pin board concerning the business sponsoring the promotion or for following an organization’s pin boards.

Using Social Media

User-Generated Content

- A typical UGC-based contest allows consumers to upload a photo, video, text or music (which may or may not incorporate the sponsor’s product) for a chance to win a prize.
- A UGC contest usually involves sponsor judging, public judging or a combination of both—objective judging criteria must be specified and clearly disclosed.

Using Social Media

User-Generated Content

- In addition to the material terms and conditions in a promotion, UGC promotions terms should also include:
 - Submission requirements (i.e. length and/or format).
 - Representations, warranties and indemnification.
 - Right to use winner's name, likeness and biographical materials.
 - Rights in Submission
 - Obtain rights (but not ownership) to use that content in all media, for any reason, in perpetuity.
 - Prohibit submissions that contain materials that are copyrighted or trademarked by a third party.
 - Reserve the right to reject or remove content for any reason.

Using Social Media

User-Generated Content and Copyright Infringement: DMCA

- The Digital Millennium Copyright Act (DMCA) provides a "safe harbor" from liability for copyright infringement (NOT trademark infringement) for online service providers who take certain steps and meet certain qualifications.

Using Social Media

User-Generated Content and Copyright Infringement: DMCA

- **To be eligible for the safe harbor, the website operator must (among other things):**
 - Adopt a policy for terminating users who repeatedly post infringing material on the web site;
 - Implement a notification and take-down procedure so that copyright owners can indicate when infringing content has been posted;
 - File a form with the U.S. Copyright Office naming someone who will receive complaints of infringement; and
 - If the website operator becomes aware of infringing material, the operator must quickly remove it.

Using Social Media

UGC, Defamation and the Rights to Privacy and Publicity: CDA

- Website operators can be liable for violations of other laws, such as libel, if someone uploads content that defames someone, uploads a likeness of someone without their permission, etc.
- **The Section 230 of the Communications Decency Act (CDA) is a federal law that provides immunity from liability for claims of defamation for providers and users of an “interactive computer service” who publish information provided by others.**
 - Provides immunity for any action voluntarily taken in good faith to restrict access to material that is obscene or otherwise objectionable.
 - Has been applied to provide immunity from state claims for defamation, invasion of privacy, negligence, interference with business.
 - Does not provide immunity for IP claims.
 - Only provides protection for content that originates with a third party (but does NOT protect the content provider).

Using Social Media

UGC, Defamation and the Rights to Privacy and Publicity: CDA

- **Service provider is liable for content it is deemed to have created or co-authored.**
- **To evade being deemed a content provider, AVOID:**
 - Soliciting UGC that makes comparative claims against competitors.
 - Providing direction to entrants about the type of claims desired.
 - Anything more than minor editing of the content provided.
 - Providing sample templates for content.
 - Obtaining more than a broad license to use the content (i.e. avoid ownership).

Using Social Media

UGC Promotions and Public Voting

- **If public voting is used to determine an online contest winner, it could render the promotion illegal if consideration was required as a condition of entry.**
- **While most states permit the requirement of consideration for entry into a contest, it is unlawful to require consideration to enter a sweepstakes.**
- **To reduce legal risks associated with public voting, the promotion rules should:**
 - Limit vote to one vote per person (tracked by IP address);
 - Clearly explain the judging criteria applicable for public judging; and
 - Require that the selection with the highest public vote count as only a percentage of the overall criteria by which a winner is ultimately selected, with **judges having the final say**.

Mobile Promotions

Using Social Media

“Text to Win” promos: same basic laws and regs apply – but must also consider:

- How to communicate rules and disclosures to entrants
- TCPA (Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.) and **CAN-SPAM** compliance requires that sender obtain opt-in and offer easy opt-out.
- Clearly disclose text message/data charge disclaimer: **“Standard text rates and carrier charges may apply.”**
- Security and privacy – protect user info

Using Social Media

Refer-a-Friend

Earning entries by furnishing names/e-mail addresses of others is not likely to be deemed consideration.

HOWEVER, offering consumers entries to a promotion as an inducement to forward e-mails to others subjects those emails to the CAN-SPAM Act.

In order to comply with CAN-SPAM and avoid liability for a violation:

- Scrub referred email address against opt-out list;
- Make clear in email subject line that company is the sender;
- Include a clearly available unsubscribe option; and
- If anyone opts out, remove that person from your list within 10 days.

Using Social Media

Additional Caveats

FTC Endorsement Issues:

- **Bloggers** or other online publishers including individuals participating in social media **must disclose relationships with advertisers** when they receive **free products, compensation or other consideration**.
- **Must enable consumer to decide how much value to place on publisher's opinions about the products.**
- **Company policies and practices should be developed for educating associates, bloggers and other endorsers regarding disclosure requirements.**
- **Guidelines around required disclosure format should be included in a policy communicated to bloggers and endorsers.**

Using Social Media

Sweepstakes Administration Companies

- Enteractive Solutions Group www.enteractivesolutions.com
- Ventura Associates www.sweepspros.com
- U.S. Sweeps and Fulfillment www.ussweeps.com
- American Sweepstakes <http://americansweeps.com>
- Marketing Resources, Inc. www.marketingresources.com
- Alliance Sweepstakes Services www.alliancesweeps.com



Thank you for attending today!

David S. Cohen

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Angels Baseball LP

Lisa Hatton Harrington

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NBCUniversal Entertainment, Digital Division

Dana McDonald

Associate Counsel
Under Armour, Inc.

Emily N. Roisman

Vice President and Corporate Counsel
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Sweepstakes, Raffles,
Contests and Lotteries:
What Every In-house
Lawyer Needs to Know

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4. I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Sweepstakes. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.

5. I hereby irrevocably grant to the Entities, and those acting with their authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, and statements, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me without further compensation, consideration, or notice or permission to me or to any third party in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any advertising, promotion, publicity, trade, sweepstakes, promotions, activities, or materials.

6. I acknowledge and agree that the Sweepstakes, this Affidavit/Release, and the parties' respective rights and obligations in connection herewith, will be governed and construed under the laws of the State of [STATE], without application of its conflict of laws principles.

7. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Sweepstakes. I agree to return immediately upon demand to [CORPORATE NAME] the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

Name: _____

Date: _____

Signature: _____

ATTACH PHOTOCOPY OF VALID DRIVER'S LICENSE OR OTHER GOVERNMENT ISSUED ID TO THIS FORM.

Affidavit of Eligibility and Liability/Publicity Release

LONG FORM

I, _____, being duly sworn, affirm that I am at least eighteen (18) years old as of [START DATE OF PROMOTION]. I am a legal resident of the forty-nine (49) states of the United States or the District of Columbia (void in Rhode Island, Puerto Rico, all U.S. territories and possessions and all overseas military installations) and my social security number is _____ (for tax purposes). I reside at _____, _____, _____, My daytime telephone number is _____, and my evening telephone number is _____.

I am submitting this Affidavit of Eligibility and Liability/Publicity Release ("Affidavit/Release") to [CORPORATE NAME] ("CORPORATE NAME" or "Sponsor"), with the understanding that it will be relied upon by [CORPORATE NAME] in connection with my having been awarded, subject to eligibility, the Grand Prize in [CORPORATE NAME] "[PROMOTION NAME FROM OFFICIAL RULES]" (the "Contest"), as such Prize is described in the Contest Official Rules.

1. I hereby represent and affirm that I have read, have complied with, and will continue to comply with all the rules, regulations, terms and conditions set forth in the Official Rules; that all of the information I have provided and will provide to [CORPORATE NAME] has been and will be true, accurate, and complete; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest; and that I have not sought to influence the outcome of the Contest other than by participating in the Contest as expressly permitted in the Official Rules. I further represent that I am not an employee, contractor, vendor or agent of [CORPORATE NAME], [ANY ENTITIES THAT ARE ALSO LISTED IN FIRST PARAGRAPH OF OFFICIAL RULES], or of their respective parent(s), subsidiaries, associated and affiliated companies; the advertising, promotional and fulfillment agencies of each of them (individually and collectively, "Entities" and/or "Contest Entity"); nor am I a member of the household or a member of the immediate family (spouse, parent, child, sibling and their respective spouses) of any such employee, contractor, vendor or agent, and that I have not participated in the Contest on behalf of any such employee, contractor, vendor or agent.

2. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS AND ADMINISTRATORS, AND ANY OTHER PERSON(S) WHO MAY TAKE BY OR THROUGH ME, HEREBY RELEASE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE ENTITIES, AND ALL OF THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, AND ADVISORS (COLLECTIVELY, "RELEASED PARTIES"), FROM AND AGAINST ANY LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES AND LIABILITIES OF ANY NATURE WHATSOEVER WHICH I MAY NOW OR HEREAFTER BE ENTITLED TO ASSERT, INCLUDING BUT NOT LIMITED TO ANY DEATH, INJURY, LOSS OF ENJOYMENT, PROPERTY DAMAGE, OR OTHER HARM OR LOSS OF ANY NATURE, ANY CLAIMS BASED ON PUBLICITY RIGHTS, PRIVACY RIGHTS, PERSONALITY RIGHTS, "MORAL RIGHTS," OR DEFAMATION, AND ANY AND ALL ANY TAXES LEVIED, ASSESSED OR COLLECTED, WHETHER CAUSED BY, CONTRIBUTED TO, ARISING OUT OF, OR OTHERWISE RELATED TO THE CONTEST, THE PRIZE, OR MY POSSESSION, ACCEPTANCE, USE, OR MISUSE THEREOF, OR MY OTHER ACTS OR OMISSIONS IN CONNECTION THEREWITH.

3. I have read the Contest Official Rules and understand the prize is as follows: [PRIZE DESCRIPTION FROM RULES, WITH ARV PER PRIZE ELEMENT]. Total prize ARV is [WRITE OUT DOLLAR AMOUNT] (\$ _____).

I understand and acknowledge that all prize-related expenses not specifically mentioned herein are not included, and are solely my responsibility. Any applicable service fees associated with the Grand Prize are not included. Grand Prize is not redeemable for cash. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. All taxes on the Grand Prize, if any, and other expenses related to accepting and/or using the Grand Prize not listed in these Official Rules are my sole responsibility, and I understand that I

will receive a Form 1099 reflecting the actual retail value of the Grand Prize. The Grand Prize will be shipped only to an address within the United States of America.

4. I further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that I may have with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that: *A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.*

I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me.

5. I hereby irrevocably grant to the Entities, and those acting with their authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, and statements, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me (collectively, "**Licensed Rights**") without further compensation, consideration, or notice or permission to me or to any third party in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any advertising, promotion, publicity, trade, Contest, promotions, activities, or materials.

I hereby warrant that I have the sole and exclusive right to grant such rights to the Contest Entities and that the Contest Entities' reproduction, publishing, displaying, and/or other use of the information submitted by me will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. I further agree: (1) that the Contest Entities may exercise any and all rights hereunder without attribution, notification or compensation to me; (2) that the Contest Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by me; (3) that the Contest Entities shall have no obligation, express or implied, to use the information submitted by me in any manner, and I shall not be entitled to any damages or other relief by reason of the Contest Entities' use or non-use of information submitted by me; (4) that I may be contacted by the Contest Entities by telephone, mail or email regarding this Contest; and (5) to sign and deliver to the Contest Entities such documents as the Contest Entities may reasonably require to effectuate the rights granted herein.

6. I acknowledge and agree that the Contest, this Affidavit/Release, and the parties' respective rights and obligations in connection herewith, will be governed and construed under the laws of the State of [STATE], without application of its conflict of laws principles. Venue with respect to any such disputes shall be had in the state and federal courts of the State of [STATE].

7. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released Parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Contest. I agree to return immediately upon demand to [CORPORATE NAME] the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith.

8. I understand and acknowledge that neither Sponsor nor its agents, partners or affiliates have arranged for or carry any insurance of any kind for my benefit or for the benefit of my heirs, executors or administrators, and

that I am solely responsible for obtaining and paying any life, health, travel, accident or other insurance relative to the use of the Grand Prize.

9. I represent and affirm that this Affidavit does not conflict with any other commitments or obligations on my part. I agree that this Affidavit supersedes all prior negotiations and understandings between myself and the Entities relating to the rights granted herein and no provision of this Affidavit can be modified by any other instrument or document unless in writing and signed by me and [CORPORATE NAME]. I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly.

My Signature Below Represents That I Have Read, Understand, And Am In Agreement With All The Information And Statements Above.

PARTICIPANT'S FULL
LEGAL SIGNATURE: _____

DATE: _____

ATTACH PHOTOCOPY OF VALID DRIVER'S LICENSE OR OTHER GOVERNMENT ISSUED ID TO THIS FORM.

ACKNOWLEDGMENT

State of _____

County of _____

On _____, 2012, before me, _____, (Name of Notary) personally appeared _____ (Name of Signer), [] personally known to me **-OR-** [] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

“[PROMOTION NAME FROM OFFICIAL RULES]” sponsored by [CORPORATE NAME]
Grand Prize Winner’s Guest Affidavit of Eligibility/Liability Release
(Print clearly in English-Proper prize delivery depends on a complete and correct address)

FULL NAME: _____

EMAIL ADDRESS (IF ANY): _____

COMPLETE STREET ADDRESS: _____
(If P.O. Box – please also note street address)

CITY, STATE: _____ ZIP CODE: _____

COUNTRY: _____ DATE OF BIRTH: _____ (MM/DD/YY)
(Required to determine whether guest is a minor)

SOCIAL SECURITY # (for Tax Purposes): _____

PLEASE CAREFULLY READ EACH STATEMENT BELOW AND INITIAL
IN THE SPACES PROVIDED BEFORE SIGNING

- (A) Acceptance of Prize as the Grand Prize Winner’s Chosen Guest. As a guest of the Grand Prize winner (whose name is _____ (“Winner”)) in “[PROMOTION NAME FROM OFFICIAL RULES]” sponsored by [CORPORATE NAME] (the “Contest”), I understand that the Grand Prize consists of: [PRIZE DESCRIPTION FROM RULES, WITH ARV PER PRIZE ELEMENT]. Total prize ARV is [WRITE OUT DOLLAR AMOUNT] (\$_____). Travel must take place [REQUIRED TRAVEL DATES]. Winner will forfeit prize if he/she cannot travel on such dates. Actual value of prize will vary depending upon seasonal fluctuation of hotel rates, and exact flight itinerary.
- (B) I understand that the Grand Prize is subject to the terms and conditions set forth in the Official Rules, a copy of which is incorporated herein by reference and attached hereto for convenience. I understand that I must travel together with Winner on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. I understand that I will remain eligible to participate in the Grand Prize only upon the condition that Winner actually receives and personally participates in the Grand Prize. If I am unable to participate in the Grand Prize trip as the Winner’s travel companion on or about [REQUIRED TRAVEL DATES], I understand that my right to participate in the Grand Prize will be forfeited in its entirety. I further understand that the prize will not be replaced if lost or stolen and is not transferable. All expenses not specifically listed above, or in the Official Rules, are not included in the prize package and are solely Winner’s and/or my responsibility. Prize has no independent cash value. (*INITIAL HERE: _____)
- (C) Affidavit Requirements. I understand that I need to sign, initial and return this Affidavit as directed by Sponsor, and if I do not, I will forfeit any items I may have otherwise received as Winner’s chosen guest. (*INITIAL HERE: _____)
- (D) Publicity Release. I agree that if I should become a verified chosen guest of Winner, then (where legal), I hereby irrevocably grant to the Sponsor and Contest Entities and those acting with their authority, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, and statements, and, without limitation, any notes, photograph, film, or video or audio tape that may be taken of me (collectively, “Licensed Rights”) without further compensation, consideration, or

notice or permission to me or to any third party in any media or embodiment now known or hereafter developed (including but not limited to any format of any computer-based, Internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any advertising, promotion, publicity, trade, Contest, promotions, activities, or materials.

I hereby warrant that I have the sole and exclusive right to grant such rights to the Contest Entities and that the Contest Entities' reproduction, publishing, displaying, and/or other use of the information submitted by me will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. I further agree: (1) that the Contest Entities may exercise any and all rights hereunder without attribution, notification or compensation to me; (2) that the Contest Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by me; (3) that the Contest Entities shall have no obligation, express or implied, to use the information submitted by me in any manner, and I shall not be entitled to any damages or other relief by reason of the Contest Entities' use or non-use of information submitted by me; (4) that I may be contacted by the Contest Entities by telephone, mail or email regarding this Contest; and (5) to sign and deliver to the Contest Entities such documents as the Contest Entities may reasonably require to effectuate the rights granted herein. (*INITIAL HERE: _____)

- (E) **Liability Release.** On behalf of myself, my heirs, executors and administrators, and in exchange for receipt of the Grand Prize as Winner's chosen guest, I fully appreciate and accept the actual or potential legal liability and/or risk of death or injury that may result from using or misusing the Grand Prize, and all parts thereof, and I personally assume all risks of injury or death. Further, I hereby release and agree to hold the Sponsor, Contest Entities, and prize providers and each of their respective officers, directors, and employees, parent, subsidiaries and affiliated companies (the "Released Parties") harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, loss of enjoyment, property damage, or other harm or loss of any nature, any claims based on publicity rights, privacy rights, personality rights, "moral rights," or defamation, and any and all taxes levied, assessed or collected, due in whole or in part, directly or indirectly, to my participation in the Contest, or arising out of my participation in any Contest related activity, or my acceptance, receipt, possession, use and/or misuse of any prize as Winner's chosen guest. (*INITIAL HERE: _____)
- (F) I agree that the above release shall be effective as a full and final general release of all legal claims described in the release, whether I actually know about such claims or not, despite the fact that the California Civil Code Section 1542 or a similar law in another state may provide otherwise. I am aware that Section 1542 provides as follows:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. (*INITIAL HERE: _____)

I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Released Parties, and that no action will be taken by or on behalf of the undersigned with respect to any such claim or rights, it being understood that this release shall be binding upon my heirs, executors, and administrators, and anyone claiming by or through me. (*INITIAL HERE: _____)

- (G) I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate, and complete, and I hereby indemnify the Released parties from and against any and all losses or damages (including attorneys' fees) arising out of or relating to any statements or representations made by me in this Affidavit or otherwise in connection with the Contest. I agree to return immediately upon demand to [CORPORATE NAME] the value of the Prize that has been or may be awarded to me if any statement or representation made by me in this Affidavit is discovered or believed to be false or misleading, and I acknowledge and agree that all available legal and equitable remedies may be pursued against me in connection therewith. (*INITIAL HERE: _____)

- (H) I understand and acknowledge that neither Sponsor nor its agents, partners or affiliates have arranged for or carry any insurance of any kind for my benefit or for the benefit of my heirs, executors or administrators, and that I am solely responsible for obtaining and paying any life, health, travel, accident or other insurance relative to the use of the Grand Prize, as Winner's Guest. (*INITIAL HERE: _____)
- (I) I understand and acknowledge that I may be responsible for taxes related to the receipt of this prize and that I will receive an IRS 1099 form reflecting the retail value of the prize. (*INITIAL HERE: _____)
- (J) I acknowledge and agree that the Contest, this Affidavit/Release and the parties' respective rights and obligations in connection herewith, will be governed and construed under the laws of the State of [STATE], without application of its conflicts of laws principles. Venue with respect to any such disputes shall be had in the state and federal courts of the State of [STATE]. (*INITIAL HERE: _____)
- (K) I represent and affirm that this Affidavit does not conflict with any other commitments or obligations on my part. I agree that this Affidavit supersedes all prior negotiations and understandings between myself and the Entities relating to the rights granted herein and no provision of this Affidavit can be modified by any other instrument or document unless in writing and signed by me and [CORPORATE NAME]. I have been given a full opportunity to review and analyze this Affidavit/Release as well as the Official Rules for this Contest. I fully and completely understand all of the terms of this Affidavit/Release and sign it voluntarily, freely, and knowingly. (*INITIAL HERE: _____)

My Signature Below Represents That I Have Read, Understand, And Am In Agreement With All The Information And Statements Above.

PARTICIPANT'S/GUEST'S FULL
LEGAL SIGNATURE: _____ DATE: _____

IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST ALSO PRINT AND SIGN NAME BELOW.

I, the undersigned, hereby warrant and represent that I am the parent or legal guardian of the above participant, I have read and fully understand the terms and conditions of this Release, and I do hereby consent to and approve all of its terms and conditions on his/her behalf, as well as in my own capacity as parent or guardian.

(Parent/Legal Guardian, please *sign* name) (Parent/Legal Guardian Social Security Number)

(Parent/Legal Guardian, please *print* name) (Parent/Legal Guardian address)

ACKNOWLEDGMENT

State of _____

County of _____

On _____, 2012, before me, _____, (Name of Notary) personally appeared _____ (Name of Signer), [] personally known to me **-OR-** [] proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

WINNER DECLARATION AND RELEASE

I do hereby state and declare that I, [INSERT FIRST NAME] [INSERT LAST NAME], of [INSERT FULL MAILING ADDRESS] am a potential winner in the [INSERT NAME OF THE PROMOTION] (the "Promotion").

I understand that I will be awarded the prize consisting of: [PRIZE DESCRIPTION] subject to the restrictions set out in the Official Promotion Rules (attached hereto for my reference as Schedule A hereto), with an approximate retail value: \$ (the "Prize") if I complete and sign this Declaration and Release, comply with the Official Rules of the Promotion and answer correctly, without assistance of any kind, the following mathematical skill-testing question:

- Step 1: Multiply 115 times 200
Step 2: Add 1,250 to the answer from step 1
Step 3: Divide the answer from Step 2 by 50
Step 4: Subtract 303 from the answer to Step 3

Answer: _____

In consideration of the awarding of the Prize to me, I hereby:

- 1. represent that: (a) I have either (i) reached the age of majority in my jurisdiction of residence or (ii) obtained my parent or legal guardian's permission as indicated by their signature below; (b) am a legal resident of Canada (excluding Quebec); (c) I have complied with, and will continue to comply with all of the rules of the Promotion; (d) I have perpetrated no fraud or deception in entering the Promotion or in claiming any prize that may be awarded to me; and (e) neither I nor any member of my immediate family (spouse, parents, siblings and children) or anyone living in my household are employees of [INSERT SPONSOR NAME] (the "Sponsor"), or [OR FILL IN SPECIFIC NAMES], or and their parent and affiliate companies ("Sponsor Entities");
2. agree to accept the Prize as awarded and affirm and agree that being aware of the dangers inherent in travel by air, ground, ocean or otherwise, and willing to assume the risk of injury, death, damage, harm, loss and/or incident that may result therefrom, I hereby release and forever discharge the Sponsor and the Sponsor Entities, their advertising and promotion agencies and the Contest judges, prize suppliers, and each their respective agents, employees, officers, directors, successors, and assigns (the "Releasees") from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, taxes, liabilities and damages for personal injuries, death, damage or loss to personal property, or other harm or loss of any nature whatsoever sustained in connection with the receipt, ownership or use of the Prize, or by reason of my travel by air, ground, ocean or otherwise to and from the vacation destination;
3. grant to the Sponsor, throughout the universe and in perpetuity, the right, without reservation and freely assignable, to use and publish my name, voice, likeness, photograph, biographical and Prize information by any and all means, devices, processes and technology, and in all media, now known or hereafter invented, contemplated or devised, for advertising, promotional and/or other purposes related to the Promotion without notice to me and without further compensation; and..
4. represent that I have correctly answered the skill testing question in the manner prescribed.

I understand and agree that: (i) I will be disqualified from receiving or enjoying the Prize if any statement made by me in this Declaration and Release is false or inaccurate; (ii) this release shall be binding upon my heirs, executors, administrators, personal representatives, successors and assigns; (iii) neither the Sponsor nor the Releasees will be responsible for any costs I may incur in connection with the Promotion or my enjoyment of the Prize (including, without limitation, any federal, state/provincial or local taxes, travel from my home to the airport, or from the airport to the hotel, meals, and other incidental costs).

I have been given ample opportunity to read, and have carefully read and received a copy of this Declaration and Release and the Promotion rules. I fully understand their contents. This Declaration and Release and the accompanying prize notification letter contain our entire understanding relating to my participation in the Promotion and receipt and/or enjoyment of the Prize, and cannot be changed or amended except in writing signed by Sponsor and me.

Name (printed): _____

Telephone Number: _____

Signature _____ Date _____

Witnesses' Name _____ Telephone # _____

Witnesses' Signature _____ Date _____

Schedule A - Attach rules

IF YOU ARE A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED BY YOUR PARENT OR GUARDIAN:

I represent that I am a parent or legal guardian of the minor who has signed this Declaration and Release and I hereby consent and agree that we both shall be bound thereby.

Signature of Parent or Legal Guardian _____

Printed Name: _____

Date: _____

Name of Witness: _____

Signature of Witness: _____

Date: _____

[CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes -- Official Rules

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

1. ELIGIBILITY: [CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes ("Sweepstakes") is open only to legal residents of forty-nine (49) states of the United States and the District of Columbia (void in Rhode Island, Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least eighteen (18) years of age or older as of [PROMOTION START DATE], with access to the Internet at all times during the Sweepstakes Period (as defined below) and subsequent Prize Award Period (as defined below). All employees of [CORPORATE NAME AND ENTITY] ("Sponsor"), [ANY OTHER SWEEPSTAKES ENTITIES] and its parent corporation, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers, contractors or agents (all of the foregoing, together with Sponsor collectively, "Sweepstakes Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Sweepstakes. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these official rules ("Official Rules").

2. SWEEPSTAKES PERIOD: The Sweepstakes entry period begins at [TIME (TIME ZONE)] on [START DATE OF PROMOTION], and ends at [TIME (TIME ZONE)] on [END DATE OF PROMOTION] (the "Sweepstakes Period"). Winners will be selected from entries properly submitted to the Sweepstakes.

3. SWEEPSTAKES ENTRY INSTRUCTIONS: There are two (2) separate ways to enter this Sweepstakes: either through an Online Entry or by E-Mail Entry (defined below in Section 4). Limit one (1) entry per person, per e-mail address, and per household during the Sweepstakes Period, regardless of method of entry. Any attempts by an entrant to submit more than one (1) entry into this Sweepstakes will result in such entrant being disqualified. During the Sweepstakes Period, you may submit an entry online ("Online Entry[ies]") at [LINK TO ENTRY LOCATION] by [ENTRY INSTRUCTIONS]. Online Entries will be deemed submitted by the authorized account holder of the account or e-mail address through which the entry was submitted.

4. ALTERNATIVE MEANS OF ENTRY: You may also enter the Sweepstakes by sending an e-mail to [EMAIL ADDRESS], which includes your name, e-mail address, telephone number and the subject line [CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes ("E-mail Entry[ies]"). E-mail Entries must be received by [TIME] on [END DATE OF PROMOTION], to be included within the random drawing. Illegible, late, lost, incomplete, or garbled entries are not eligible. E-mail Entries will be deemed submitted by the authorized account holder of the e-mail address through which the entry was submitted.

5. PUBLICITY: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant by entering and each Prize Winner by accepting the Prize grants to the Sweepstakes Entities a perpetual, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name, city, state and biographical material (collectively, "Licensed Rights"), in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval.

6. SELECTION OF SWEEPSTAKES WINNERS: [NUMBER] (#) potential Prize Winners will be selected in a random drawing to be held on or before [DRAWING DATE FOR PROMOTION]. The potential Prize Winners will be selected from all eligible entries received during the Sweepstakes Period. Odds of winning will depend on the number of eligible entries received during the Sweepstakes Period. The potential Prize Winners will be notified via the e-mail address as provided by that Winner to [CORPORATE NAME] at Sweepstakes entry within twenty-four (24) hours after the drawing ("Prize Award Period"). The drawing will be conducted by

Sponsor, the judge of the Sweepstakes, whose decisions on all matters relating to the Sweepstakes shall be final and binding. At the sole discretion of Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) a potential Prize Winner's failure to respond to notification promptly after its transmission; (2) the return of an email notification as undeliverable after three (3) attempts; (3) a potential Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; (4) a potential Prize Winner's failure to validly claim the prize by [CLAIM BY DATE] and (5) any other non-compliance with the Official Rules. In the event of prize forfeiture, Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

7. PRIZE: [NUMBER] (#) "Prizes" will be awarded in this Sweepstakes. Each Prize will consist of: [PRIZE DESCRIPTION WITH ARV PER PRIZE ELEMENT]. Total prize ARV is [WRITE OUT DOLLAR AMOUNT] (\$_____). All expenses not specifically mentioned herein are not included as part of any prize package, and are solely the Prize Winner's responsibility.

Prizes are not redeemable for cash or transferable, except to a surviving spouse residing in the same household. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. The Prizes will be awarded provided they are validly claimed by [CLAIM BY DATE], after which no alternate winners will be selected, nor unclaimed prizes awarded. All taxes on the Prizes, if any, and other expenses related to accepting and/or using the Prizes not listed in these Official Rules are the sole responsibility of each Winner, who will receive an IRS Form 1099 reflecting the final actual value of the Prize, if applicable. The Prizes will be shipped only to addresses in the United States.

8. GENERAL RULES: By entering or participating in the Sweepstakes, participants agree to be bound by these Official Rules, the terms and conditions of the Sweepstakes Entities' websites, and by the decisions of Sponsor, which are final and binding in all respects. Sweepstakes Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select a Prize Winner(s) from all eligible, non-suspect entries received prior to such action. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sweepstakes Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Sweepstakes or in any activity or travel related thereto or from any interaction with computer Sweepstakes information. Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Sweepstakes.

9. PARTICIPANT OBLIGATIONS: By entering, each entrant agrees to defend, indemnify, release and hold harmless Sweepstakes Entities from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of or related to (i) entrant's participation in the Sweepstakes or (ii) entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Prize Winners assume all liability for any injury, death, or damage caused, or allegedly caused, in whole or in part, by participating in this Sweepstakes or receipt, use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of

the State of [STATE] without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of [STATE].

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. In any cause of action, the Sweepstakes Entities' liability will be limited to two hundred fifty dollars (\$250.00 USD), and in no event shall the Sweepstakes Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Sweepstakes, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages.

10. PERSONAL INFORMATION: The personal information collected through this Sweepstakes is subject to [CORPORATE NAME]'s Privacy Policy, located at [LINK TO CORPORATE PRIVACY POLICY]. By entering this Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

11. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules or for notification of the Winner(s), send a self-addressed stamped envelope to: [CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes Official Rules/Winners List Request, [CORPORATE MAILING ADDRESS]. Requests for winners' lists must be received no later than three months after the end of the Sweepstakes Period. VT residents may omit return postage.

12. SPONSOR: [CORPORATE NAME AND ENTITY], [CORPORATE ADDRESS].

[CORPORATE NAME]'s "[PROMOTION NAME]" Contest - Official Rules

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

1. ELIGIBILITY: [CORPORATE NAME]'s "[PROMOTION NAME]" Contest ("Contest") is open only to legal residents of forty-nine (49) states of the United States and the District of Columbia (void in Rhode Island, Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least eighteen (18) years of age or older as of [PROMOTION START DATE], with access to the Internet at all times during the Contest Period (as defined below) and subsequent Prize Award Period (as defined below). All employees of [CORPORATE NAME AND ENTITY] ("Sponsor"), [ANY OTHER CONTEST ENTITIES], and its parent corporation, subsidiaries, affiliates, sales representatives, distributors, licensees, prize providers, contractors or agents (all of the foregoing, together with Sponsor collectively, "Contest Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes your full and unconditional acceptance of these official rules ("Official Rules"), including, but not limited to, your consent to receive email messages from the Contest Entities solely in connection with the Contest.

2. CONTEST PERIOD: The Contest entry period begins at [START TIME (TIME ZONE)] on [START DATE OF PROMOTION], and ends at [END TIME (TIME ZONE)] on [END DATE OF PROMOTION] (the "Contest Entry Period"). Winners will be selected from entries properly submitted to the Contest.

3. CONTEST ENTRY INSTRUCTIONS: There are two (2) separate ways to enter this Contest: either through an Online Entry or by Email Entry (defined below in Section 4). Limit one (1) entry per person, per email address, and per household during the Contest Period, regardless of method of entry. Any attempts by an entrant to submit more than one (1) entry into this Contest will result in such entrant being disqualified. During the Contest Period, you may submit one (1) entry online ("Online Entry") at [LINK TO ENTRY LOCATION]. To enter, upload [DESCRIPTION OF USER GENERATED CONTENT REQUIRED FOR ENTRY]. Any and all persons in the [USER GENERATED CONTENT] must be at least eighteen (18) years old, and entrant must have the permission of any persons in the [USER GENERATED CONTENT] to post the [USER GENERATED CONTENT] on [DISPLAY LOCATION OF USER GENERATED CONTENT] and to enter this Contest. All persons in winning [USER GENERATED CONTENT] will be required to execute and return an Affidavit confirming they are at least 18 years old prior to potential winner's receipt of any prize. Entries exceeding the length requirement, displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Sponsor) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. Online Entries will be deemed submitted by the authorized account holder of the account or email address through which the entry was submitted. **By uploading your [USER GENERATED CONTENT], you are giving Sponsor the right to post your [USER GENERATED CONTENT] on [DISPLAY LOCATION OF USER GENERATED CONTENT] and/or other public websites, and you are assigning all ownership rights and usage rights to your [USER GENERATED CONTENT] submission to the Contest Entities.**

4. ALTERNATIVE MEANS OF ENTRY: You may also enter the Contest by sending an email to [ENTRY EMAIL ADDRESS], which includes your [USER GENERATED CONTENT], name, email address, and the subject line [CORPORATE NAME]'s "[PROMOTION NAME]" Contest Entry ("Email Entry[ies]"). Email Entries must be received [TIME] on [END DATE OF PROMOTION], to be included within the Contest. Any and all persons in the [USER GENERATED CONTENT] must be at least eighteen (18) years old, and entrant must have the permission of any persons in the [USER GENERATED CONTENT] to post the [USER GENERATED CONTENT] on [DISPLAY LOCATION OF USER GENERATED CONTENT] and to enter this Contest. All persons in winning [USER GENERATED CONTENT] will be required to execute and return an Affidavit confirming they are at least 18 years old prior to potential winner's receipt of any prize. Entries exceeding the length requirement, displaying or containing profanity or that are obscene or otherwise

inappropriate (as determined by Sponsor) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. Illegible, late, lost, incomplete, or garbled entries are not eligible. Email Entries will be deemed submitted by the authorized account holder of the email address through which the entry was submitted. **By emailing your [USER GENERATED CONTENT], you are giving Sponsor the right to post your [USER GENERATED CONTENT] on [DISPLAY LOCATION OF USER GENERATED CONTENT] and/or other public websites, and you are assigning all ownership rights and usage rights to your [USER GENERATED CONTENT] submission to the Contest Entities.**

5. PUBLICITY: As a condition of entry into the Contest, except where prohibited by law, each entrant by entering and each Prize Winner by accepting a Prize grants to the Contest Entities a perpetual, worldwide, royalty-free license and right to publicize, broadcast, display and/or otherwise use the Contest entrant's name, [USER GENERATED CONTENT], city, state and biographical material, and the information posted by entrants upon Online Entry or submitted by Email Entry (collectively, "Licensed Rights"), in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval.

6. SELECTION OF CONTEST WINNERS: When the Contest Period closes, all [USER GENERATED CONTENT] will be reviewed by a panel of judges selected by Sponsor and consisting of [JUDGE DESCRIPTION] ("Judges"), who will select what they deem in their sole discretion to be the top [NUMBER] [USER GENERATED CONTENT] (the "Top [NUMBER]") based on the following judging criteria ("Judging Criteria"); [LIST CRITERIA AND WEIGHT OF EACH]. In the event of a tie, the Judges will break the tie by randomly selecting an entry from all tied entries as one to be included in the Top [NUMBER]. Decisions of Sponsor and Judges will be made on or about [SELECTION DATE], and are final and binding with respect to all matters related to the Contest. The final Top [NUMBER] will be the Grand Prize Winners. Odds of winning will depend on the number of eligible entries received during the Contest Period. The potential Grand Prize Winners will be notified via [METHOD OF WINNER NOTIFICATION] within [TIME PERIOD] after Winners are selected ("Prize Award Period"). At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) a potential Grand Prize Winner's failure to respond to notification promptly after its transmission; (2) the return of an email notification as undeliverable after three (3) attempts; (3) a potential Grand Prize Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; (4) a potential Grand Prize Winner's failure to validly claim the prize by [CLAIM BY DATE]; and (5) any other non-compliance with the Official Rules. In the event of a prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

7. PRIZES: [NUMBER] (#) "Grand Prizes" will be awarded in this Contest, which will be delivered by [PRIZE DELIVERY METHOD] and will each consist of: [PRIZE DESCRIPTION WITH ARV PER PRIZE ELEMENT]. Total prize ARV is [WRITE OUT DOLLAR AMOUNT] (\$ _____). All expenses not specifically mentioned herein are not included as part of any prize package, and are solely the Prize Winner's responsibility.

Prizes are not redeemable for cash or transferable, except to a surviving spouse residing in the same household. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. The Prizes will be awarded provided they are validly claimed by [CLAIM BY DATE], after which no alternate winners will be selected, nor unclaimed prizes awarded. All taxes on the Prizes, if any, and other expenses related to accepting and/or using the Prizes not listed in these Official Rules are the sole responsibility of each Winner, who will receive an IRS Form 1099 reflecting the final actual value of the Prize, if applicable. The Prizes will be shipped only to addresses in the United States.

8. GENERAL RULES: By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Contest Entities' websites, and by the decisions of Sponsor, which are final and binding in all respects. Contest Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Contest; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons

outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select Grand Prize Winners from all eligible, non-suspect entries received prior to such action. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Contest or in any activity or travel related thereto or from any interaction with computer Contest information. Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Contest.

9. PARTICIPANT OBLIGATIONS: By entering, each entrant agrees to defend, indemnify, release and hold harmless Contest Entities and Facebook from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of or related to (i) entrant's participation in the Contest or (ii) entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Grand Prize Winners assume all liability for any injury, death, or damage caused, or allegedly caused, in whole or in part, by participating in this Contest or receipt, use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of [STATE] without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of [STATE].

Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (\$250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages.

10. PERSONAL INFORMATION: The personal information collected through this Contest is subject to [CORPORATE NAME]'s Privacy Policy, located at [LINK TO CORPORATE PRIVACY POLICY]. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.

11. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules or for notification of the winner, send a self-addressed stamped envelope to: [CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes Official Rules/Winners List Request, [CORPORATE MAILING ADDRESS]. Requests for winners' lists must be received no later than three months after the end of the Contest Period. VT residents may omit return postage.

12. SPONSOR: [CORPORATE NAME AND ENTITY], [CORPORATE ADDRESS].

[CORPORATE NAME]'s "[PROMOTION NAME]" Giveaway - Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. MUST BE PRESENT TO WIN. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: [CORPORATE NAME] "[PROMOTION NAME]" Giveaway (the "Giveaway") is open only to legal residents of forty-nine (49) states of the United States and the District of Columbia (void in Rhode Island, Puerto Rico, all U.S. territories and possessions and all overseas military installations) eighteen (18) years of age or older as of [PROMOTION START DATE]. All employees of [CORPORATE NAME AND ENTITY] ("Sponsor"), [ANY OTHER GIVEAWAY ENTITIES], and all associated agencies and each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, vendors, contractors or agents (all of the foregoing, together with Sponsor, collectively referred to as "Giveaway Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Giveaway. All applicable laws and regulations apply. Void where prohibited or restricted by law. Entry in the Giveaway constitutes your full and unconditional acceptance of these official rules ("**Official Rules**").

2. GIVEAWAY PERIOD: The Giveaway entry period begins on [START DATE OF PROMOTION] at the [NAME OF EVENT] ("Event") at [START TIME (TIME ZONE)] and ends on [END DATE OF PROMOTION] at the conclusion of the Event at [END TIME (TIME ZONE)] (the "Giveaway Period"). Winners (defined below) will be selected from entries properly submitted in this Giveaway.

3. GIVEAWAY ENTRY INSTRUCTIONS: During the Giveaway Period, you may submit an entry by completing the [PROMOTION NAME]'s Raffle ticket, only available at the Event. Enter your first name, last name, and e-mail address, and submit the entry at the Event by depositing the Raffle ticket in the designated receptacle. Limit one (1) entry per person, per e-mail address, and per household during the Giveaway Period. Each of the potential Winners shall be disqualified if he/she submits more than one (1) entry. Illegible, incomplete, or garbled entries are void. The potential Winners must be present on-site to win.

4. PUBLICITY: As a condition of entry into the Giveaway, except where prohibited by law, each entrant by entering and each Winner by accepting a Prize (defined below) grants to Sponsor and Sponsor's affiliates, legal representatives, assigns and licensees, all right, title and interest in and to publicize, broadcast, display and/or otherwise use the Giveaway entrant's name, city, state, and biographical material (collectively, "Licensed Rights") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval.

5. SELECTION OF GIVEAWAY WINNERS: [NUMBER] (#) potential winners ("Winner[s]") will be selected on the date of the Event (currently [DATE OF EVENT]) by random raffle drawing every [MINUTES/HOURS] from [TIME] until [TIME] ("Prize Award Period") to be held at the Event. The potential Winners will be selected from all eligible entries received during the Giveaway Period. Winners' entries will not be resubmitted for subsequent Prize raffle drawings during the Prize Award Period. Odds of winning will depend on the number of eligible entries received. The potential Winners will be notified during the Event and must be present to win. The drawing will be conducted by Sponsor, the judge of the Giveaway, whose decisions on all matters relating to the Giveaway shall be final and binding. In the event that a potential Winner is not present or is disqualified for any other reason or in the event of Prize forfeiture, Sponsor may, in Sponsor's sole discretion, award or not award the Prize(s) to an alternate potential Winner selected at random.

6. PRIZES: [NUMBER OF WINNERS] (#) prizes ("Prize[s]") will be awarded in this Giveaway. [PRIZE DESCRIPTION, WITH ARV PER PRIZE ELEMENT]. The total ARV of all Prizes awarded is [WRITE OUT DOLLAR AMOUNT] (\$_____).

The Prizes awarded will not be replaced if lost or stolen. No part of the Prizes is redeemable for cash (except as required by law), and no substitutions are allowed except, at the sole discretion of Sponsor, an equal or greater valued item may be provided.

SPONSOR (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF THE PRIZE.

7. GENERAL RULES: By entering or participating in the Giveaway, participants agree to be bound by these Official Rules, the terms and conditions of the Giveaway Entities' websites, and by the decisions of Sponsor, which are final and binding in all respects. By entering the Giveaway, entrants waive the right to claim any ambiguity or error in these Official Rules or in the Giveaway itself. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Giveaway. Giveaway Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Giveaway; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Giveaway, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Giveaway is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway (or portion thereof), Sponsor reserves the right, at Sponsor's sole discretion, to cancel, terminate, modify or suspend the Giveaway (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select a Winner from all eligible, non-suspect entries received prior to such action. Sponsor also reserves the right at Sponsor's sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Giveaway or any website operated by the Giveaway Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Giveaway Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Grand Prize; participation in this Giveaway or in any activity or travel related thereto or from any interaction with, or downloading of, computer Giveaway information. Giveaway Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Giveaway.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In any cause of action, the Giveaway Entities' liability will be limited to Two Hundred and Fifty Dollars (\$250.00 USD), and in no event shall the Giveaway Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Giveaway, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages.

8. PARTICIPANT OBLIGATIONS: By participating in the Giveaway you agree to be bound by these Official Rules and the decisions of Sponsor. By accepting a Prize, each Winner agrees to release and hold harmless the Giveaway Entities from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Giveaway or receipt or redemption of the prize. Each Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Giveaway or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of [STATE] without regard to the conflicts of laws principles of any jurisdiction. Exclusive venue with respect to any such disputes shall be had in the state and federal courts located in the State of [STATE].

9. PERSONAL INFORMATION: The personal information collected through the Giveaway is subject to [CORPORATE NAME]'s Privacy Policy, located at [LINK TO CORPORATE PRIVACY POLICY]. By entering the Giveaway, you agree to the use of your personal information as described in the above Privacy Policy.

10. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules, or for notification of the Grand Prize Winners, send a self-addressed stamped envelope to: **[CORPORATE NAME]'s [PROMOTION NAME] Raffle Official Rules/Winners' List Request, [CORPORATE MAILING ADDRESS]**. Requests for notification of winners must be received no later than three months after the end of the Giveaway Period. VT residents may omit return postage.

11. SPONSOR: [CORPORATE NAME AND ENTITY], [CORPORATE ADDRESS].

Sample Language for Abbreviated Rules

In-Store Signage, Entry Forms, Email Messages or Online Ads:

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF U.S [AND CANADA (EXCLUDING QUEBEC)] WHO ARE [INSERT MINIMUM AGE] YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. [Entrants who are minors must obtain their parent's or legal guardian's permission to enter.] [BRIEFLY DESCRIBE ENTRY METHOD, FOR EXAMPLE, "Entries must be submitted online at [INSERT URL] between [BEGINNING OF PROMOTION PERIOD] and [END OF PROMOTION PERIOD]". Sponsored by [INSERT SPONSOR NAME AND ADDRESS]. Odds of winning depend upon the actual number of eligible entries received. [IF PROMOTION IS BEING ADMINISTERED ON FACEBOOK: This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Participant understands that s/he is providing his/her information so that s/he can be contacted if s/he is selected as a winner and that s/he is not providing his/her information to Facebook.] [DESCRIBE WHERE COMPLETE TERMS AND CONDITIONS MAY BE FOUND: FOR EXAMPLE, "Please see sales associate for complete official rules." OR "Click [here](#) for the terms and conditions."]

Online Banner Ads:

NO PURCHASE NECESSARY. Dates: [INSERT BEGINNING AND END DATES FOR PROMOTION ENTRY PERIOD.] To enter and for Terms and Conditions, click [here](#).

Facebook Status Updates/Tweets:

NO PURCHASE NECESSARY. For Terms and Condition, click [here](#).

TV/Radio Ads:

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE U.S. AND D.C. [INSERT MINIMUM AGE] OR OLDER. Void where prohibited. Sweepstakes dates: [INSERT PROMOTION PERIOD]. See store or [INSERT URL IF APPLICABLE] for terms and conditions and complete details. Sponsored by [INSERT SPONSOR NAME].

If including Canada, add the following to the eligibility restriction:

...AND CANADA (EXCLUDING QUEBEC). Skill testing question required for Canadian residents.

NYS DEPARTMENT OF STATE
 MISCELLANEOUS RECORDS UNIT
 ONE COMMERCE PLAZA 99 WASHINGTON AVE.
 ALBANY, NY 12231

Games of Chance Registration

(In connection with Sale of Commodities)

PLEASE READ REVERSE CAREFULLY, BEFORE FILING THIS STATEMENT.

Send this completed form and all necessary attachments to the above address along with a nonrefundable \$100 filing fee. Please make your check payable to NYS Department of State.

Attach: —Certificate of Deposit or prize monies in a trust account **OR** Surety Bond for total prize amount; and
 —Rules and Regulations pertaining to the promotion, advertising scheme or plan.

1 NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION PROPOSING TO ENGAGE IN THE GAME, CONTEST OR PROMOTION

2 GEOGRAPHIC AREA IN NEW YORK STATE COVERED BY PROMOTION
 (List by county, if not statewide)

3 DESCRIPTION OF GAME, CONTEST OR PROMOTION (if not provided by your rules and regulations)

4 TIME PERIOD COVERED BY CONTEST

BEGINNING

ENDING

5 PROPORTIONATE OPPORTUNITY OF WINNING PRIZES

Level of Prize

Proportionate Opportunity

6 NUMBER OF ENTRY BLANKS TO BE MADE AVAILABLE IN NEW YORK STATE

8 NUMBER OF PRIZE WINNING CHANCES INCLUDED IN PLAN IN NEW YORK STATE

7 RETAIL VALUE OF PRIZES TO BE MADE AVAILABLE IN NEW YORK STATE

9 NAME OF PERSON SUBMITTING FORM

RELATIONSHIP TO FIRM

ADDRESS

Signature

X

Date

REMINDER: Filing fee and specified documentation must accompany this registration statement.

DOS-255 (Rev. 4/97)

SECTION 369-e, GENERAL BUSINESS LAW — Use of games of chance in selling commodities

1. Every person, firm or corporation proposing to engage in any game, contest or other promotion or advertising scheme or plan in connection with the promotion, advertising or sale of consumer products or services which offers the opportunity to receive gifts, prizes or gratuities, as determined by chance, without any consideration therefor, where the total announced value of the prizes offered is in excess of \$5,000 shall file with the Secretary of State, at least 30 days prior to the commencement of such game, contest or promotion upon a form that shall be provided, a statement setting forth: the minimum number of participating objects to be made available; the minimum number of prizewinning objects that will be included in such promotion or advertising scheme or plan; the proportionate opportunity of winning prizes; the minimum value of prizes to be made available; and the rules and regulations pertaining to such promotion or advertising scheme or plan, which shall include the period of time and the geographic area to be covered by the contest and such other information as the Secretary of State may, from time to time, require. The non-refundable filing fee of one hundred dollars shall accompany each such statement. Failure to file such statement shall be a Class B Misdemeanor.

2. Every person, firm or corporation engaging in any promotion or advertising game or contest of the type set forth in subdivision one of this section, shall cause to be posted in a conspicuous and prominent location in every retail establishment offering the opportunity to participate in such game or contest and published in all advertising copy used in connection therewith, a statement showing the minimum number and value of prizes available to be won over a stated period of time and stated geographic area, and the rules and regulations pertaining to such promotion or advertising scheme or plan. Failure to cause such posting and publication shall be a Class B Misdemeanor.

3. Every person, firm or corporation who manipulates or rigs any promotion or advertising scheme or plan of the type set forth in subdivision one of this section so that prize-winning objects are dispersed to predetermined individuals or retail establishments shall be guilty of a Class B Misdemeanor, provided, however, that this subdivision shall not prevent distribution of prize-winning objects of equal value to retail establishments in a uniform ratio to the number of participating objects distributed to those establishments.

4. Every person, firm or corporation engaging in any promotion or advertising game or contest of the type set forth in subdivision one of this section shall establish and maintain a special trust account in a branch of a national or state chartered banking institution with a balance sufficient to pay or purchase the total value of prizes offered. In lieu of establishing such trust account, said operator may furnish a bond, with sufficient sureties, in an amount equal to the total value of all prizes offered; such bond shall be in favor of the people of the State of New York. A copy of a certificate of deposit indicating the balance of said trust account or a copy of the surety bond shall be filed with the office of the Secretary

Secretary of State simultaneously with the filing of the statement required by subdivision one hereof. The monies so held in escrow or said surety bond shall at all times equal the total amount of prizes so offered. The monies may be withdrawn, from time to time, in order to pay, award or purchase prizes offered only upon certification to the Secretary of State of the names and addresses of the winners and the amount or value of the respective prizes.

5. Every person, firm or corporation engaging in any promotion or advertising scheme or plan of the type set forth in subdivision one of this section shall within 90 days following the completion of said promotion or advertising scheme or plan, file with the Secretary of State a listing of the name and address of each winner of every prize having a value of more than \$25, the description of the prize won by each such person, and the date when such prize was delivered to each such person, and shall maintain complete records of such promotion or advertising scheme or plan for a period of 6 months thereafter. Failure to file such listing with the Secretary of State or to maintain such records shall be a Class B Misdemeanor. A copy of such listing shall be furnished, without charge, to any person who requests the same from said promoter. Nothing herein shall prohibit a requirement that such request must be accompanied by a stamped, self-addressed envelope provided such requirement shall be included in and made a part of the rules and regulations filed pursuant to subdivision one [of this section].

6. Every person, firm or corporation who prints, publishes or circulates literature or advertising material, used in connection with any promotion or advertising scheme or plan of the type set forth in subdivision one of this section, which is false, deceptive or misleading, shall be guilty of a Class B Misdemeanor.

7. Every person, firm or corporation who coerces a retail dealer to participate in any promotion or advertising scheme or plan of the type set forth in subdivision one of this section shall be guilty of a Class B Misdemeanor. Such coercion includes, but is not limited to, circumstances in which a course of business conduct extending over a period of one year or longer between a supplier and a dealer is materially changed, for no legitimate business reason, coincident with a failure or refusal of the dealer to participate in such games.

8. Whenever the Attorney General shall have reason to believe that any promotion or advertising scheme or plan of the type set forth in subdivision one of this section is being operated in violation of this section, he may bring an action in the Supreme Court, in the name and on behalf of the people of the State of New York to enjoin the continued operation of such promotion or advertising scheme or plan. An action for violation of this section may be instituted by the Attorney General in the name of the people of the State of New York, and in any such action, the Attorney General shall exercise all of the powers and perform all the duties, which the District Attorney would otherwise be authorized to exercise or to perform therein.

STATE OF NEW YORK • DEPARTMENT OF STATE
Games of Chance Surety Bond

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS, that _____,
(Name of Corporation)
a corporation duly authorized and existing under the laws of the state of _____ and having its principal
place of business at _____, as principal,
and _____,
(Name of Surety)

as surety are held firmly bound to the people of the State of New York in the sum of \$ _____,
pursuant to Section 369-e of the General Business Law; that the principal binds itself, its successors and assigns and the surety binds itself, its heirs,
executors and administrators and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has filed with the Secretary of State of the State of New York to engage in a game, contest, promotion, advertising
scheme or plan pursuant to Section 369-e of the General Business Law;

NOW, THEREFORE, if the principal performs and fulfills all of the undertakings and obligations as offered in such game, contest, promotion,
advertising scheme or plan as provided in Section 369-e of the General Business Law, then this obligation shall be null and void; otherwise, it shall
remain in full force and effect.

IN WITNESS WHEREOF, the principal and the surety have signed this instrument on the day and year indicated below.

Date: _____
(Name of Principal)
By: _____
Title: _____
Date: _____
(Surety)

STATE OF _____
COUNTY OF _____ s.s.:
On this _____ day of _____, 20____, before me personally came the above named individual, to me known and
who, being duly sworn by me, did depose and say that (he)(she) resides at _____
_____ ; and that (he)(she) is the _____
of the corporation described in and that executed the foregoing instrument.
(Notary Public)

STATE OF _____
COUNTY OF _____ s.s.:
On this _____ day of _____, 20____, before me personally came _____
_____, residing at _____
_____, to me known and known to be the same person described in and that executed the foregoing instrument and
who acknowledged to me that (he)(she) executed the same.
(Notary Public)

NYS DEPARTMENT OF STATE
MISCELLANEOUS RECORDS BUREAU
ONE COMMERCE PLAZA, 99 WASHINGTON AVE.
ALBANY, NY 12231-0001

ACCOUNT BALANCE	DATE
\$ _____	_____

Certificate of Deposit

This certificate evidences that on the _____ day of _____, 20 ____, trust account No. _____ was open at this bank, located at _____
The name of the account is _____

This certificate evidences a balance in the account as of this day in the amount shown above. Funds cannot be withdrawn from this account without certification to the Secretary of State of the State of New York.

Bank _____

By _____
Casher

Sworn to before me this _____ day of _____, 20 ____.

Notary Public

DOS-260 (Rev 11/99)

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES



**ADAM H. PUTNAM
COMMISSIONER**

GAME PROMOTION FILING PACKET

s. 849.094, F.S.

5J-14.003

Florida Department of Agriculture and Consumer Services
Game Promotion Filing Packet

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If you have any questions, please contact the Department at 1-800-HELP-FLA (435-7352), (850) 410-3800, or via fax at (850) 921-8201.

APPLICATION CHECKLIST AND INSTRUCTIONS

Florida law requires that you file your game promotion with this office at least seven (7) days prior to its commencement. However, it is recommended that you submit your application and associated documents as soon as possible so that we may assist you in resolving any potential problems.

- 1. Complete the Filing Application form; pages 1 and 2 of your application packet.
- 2. If your financial security is a trust account, execute the Statement of Trust Account form; page 3 of your application packet.
- 3. If your financial security is a surety bond, please submit an original to the department. A sample surety bond can be accessed online at www.800helpfla.com.
- 4. If you wish to submit a waiver, check the box located on page 2 of your application packet.
- 5. Review the Rules and Regulations for the Game Promotion; verify that they are complete and in compliance with s. 849.094, F.S. Remember, rules and regulations must be filed seven (7) days prior to commencement and may not be modified thereafter.
- 6. Submit the filing fee in the form of a check or money order made payable to FDACS in the amount of \$100. The filing fee is non-refundable.
- 7. Attach the following to the Filing Application:
 - (a) Filing fee of \$100
 - (b) Original financial security
 - (c) Rules and Regulations
- 8. Review the entire application packet for accuracy and completeness.
- 9. **Mail application and attachments to:**
 - Florida Department of Agriculture and Consumer Services
 - P.O. Box 6700
 - Tallahassee, Florida 32314-6700

Mail overnight packages to:

 - Florida Department of Agriculture and Consumer Services
 - 407 S. Calhoun St., First Floor
 - Attention: Finance and Accounting
 - Tallahassee, FL 32399-0800

Florida Department of Agriculture and Consumer Services
Division of Consumer Services



ADAM H. PUTNAM
COMMISSIONER

**GAME PROMOTION
FILING APPLICATION**

s. 849.094, Florida Statutes
5J-14.003

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Make check or money order payable and remit application to:
FDACS
P.O. Box 6700
Tallahassee, FL 32314-6700

All documents and attachments submitted with this statement are subject to public review pursuant to Chapter 119, F.S. Filing Applications will not be considered complete until all required information and documents are received and reviewed by the Department of Agriculture and Consumer Services. It is recommended that you submit your application and appropriate documents as soon as possible so that we may assist you in resolving potential problems. Florida law requires that you file your game promotion with this office at least seven (7) days prior to its commencement. PLEASE TYPE OR PRINT.

Operator Information

Name of Promotion:

Promotion Dates:

_____ / _____ / _____ <i>Month Day Year</i>	Beginning	_____ / _____ / _____ <i>Month Day Year</i>	Ending	
_____ / _____ / _____ <i>Month Day Year</i>	Drawing	_____ / _____ / _____ <i>Month Day Year</i>	Anticipated Date for Final Determination of Winners	

Full Legal Name of Operator/Sponsor:

Federal Employer ID Number: [s.119.092, F.S.]

Address of Operator:

City: _____ State: _____ Zip Code: _____

Telephone Number: (_____) _____ - _____ Email: _____

Name of Operator's Contact Person: _____ Title of Operator's Contact Person: _____

Address of Operator's Contact Person: _____

City: _____

State: _____ Zip Code: _____

Telephone Number: (_____) _____ - _____

Email: _____

Org Code: 42100625000
EO: A2
Object Code: 001119 \$100.00

Every operator of a game promotion with the total announced value of the prizes offered is greater than \$5,000 shall establish a trust account, obtain a surety bond, or submit a waiver. Please provide information below for the document submitted. Complete and submit the appropriate form.

Please select One:

- Surety Bond Number: _____ Amount: \$ _____
- Trust Account Number: _____ Amount: \$ _____
- Request for Waiver of Surety Bond or Trust Account

As required by s. 849.094, F.S., please provide the number and description of all prizes included in the Game Promotion:

Number of Entry Forms to be Made Available:

Combined Value of Prizes Offered:

_____, _____, _____ \$ _____, _____, _____

Geographic Area Covered:

PROVIDE INFORMATION BELOW IF FILING APPLICATION WILL BE SUBMITTED BY SOMEONE OTHER THAN THE OPERATOR.

Full Name of Company (Promoter/Administrator) Submitting Forms:

Federal Employer ID Number: *[s 119 092, F S]*

Relationship to Operator:

Name of Contact Person:

Title of Contact Person:

Address of Contact Person:

City:

State:

Zip Code:

Telephone Number:

Email:

(_____) _____ - _____

I hereby certify that to the best of my knowledge this application is true and correct.

Signature of Operator or Operator's Representative

Date

Title

NOTE: The Department shall not accept for filing a Game Promotion Statement of Trust Account which has not been completed by an official of the financial institution holding the trust account.

Game Promotion Statement of Trust Account

Date: _____
Month / Day / Year

This certificate evidences that on the _____ day of _____, 20____, a trust account,

number _____ was opened by _____
Full Legal Name of Operator

at this financial institution, _____
Name of Financial Institution

located at _____
Address of Financial Institution (Street - City - State - Zip Code) *Phone # Including Area Code*

for the Game Promotion entitled _____

commencing _____
Month / Day / Year

This certificate evidences an account balance in the amount of \$_____. Pursuant to s. 849.094, F.S., funds cannot be withdrawn from this account without the written authorization of the Florida Department of Agriculture and Consumer Services.

Any false statement made on this form is a misdemeanor of the second degree and is punishable as provided in ss. 775.082 and 775.083, F.S.

Name of Financial Institution

Signature of Financial Institution Official

Date

Title of Signing Official

State of Rhode Island and Providence Plantations

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615
(401) 222-3040

GAMES OF CHANCE

Pursuant to Title 11, Chapter 50 of the Rhode Island General Laws, 1956, Reenactment of 1994

§ 11-50-1 Filing requirement. - Any person, firm, or corporation proposing to engage in any game, contest, or other promotion or advertising scheme or plan whereby a retail establishment offers the opportunity to receive gifts, prizes, or gratuities, as determined by chance, in order to promote its retail business, where the total announced value of the prizes offered to the general public is in excess of five hundred dollars (\$500), shall file with the secretary of state upon a form that he or she shall provide, a statement setting forth: the minimum number of participating objects to be made available; the minimum number of prize winning objects that will be included in such promotion or advertising scheme or plan; the proportionate opportunity of winning prizes; the minimum value of prizes to be made available; and the rules and regulations pertaining to the promotion or advertising scheme or plan which shall include the period of time and the geographic area to be covered by the contest. There shall be a filing fee of one hundred and fifty dollars (\$150) when the statement is filed. Failure to file a statement shall be a misdemeanor.

§ 11-50-2 Posting of available prizes – Rules and winners. – Every person, firm or corporation engaging in any promotion or advertising game or contest of the type set forth in § 11-50-1 shall cause to be posted in a conspicuous and prominent location in every retail establishment offering the opportunity to participate in the game or contest the minimum number and value of prizes available to be won over a stated period of time and stated geographic area, and the rules and regulations pertaining to the promotion or advertising scheme or plan and the names and addresses of prize winners. Failure to cause this posting shall be a misdemeanor.

§ 11-50-3 Records. – Every person, firm, or corporation engaging in any promotion or advertising scheme or plan of the type set forth in § 11-50-1 shall maintain for six (6) months following the completion of the promotion or advertising scheme or plan adequate records to enable such person, firm, or corporation to report to the secretary of state, upon his or her request, the name and address of each winner of every prize having a value of more than twenty-five dollars (\$25.00), the description of the prize won by each person, and the date when the prize was delivered to each person. Failure to file such information with the secretary of state upon his or her request within six (6) months shall be a misdemeanor.

§ 11-50-4 Manipulation of games. – Every person, firm, or corporation who manipulates or rigs any promotion or advertising scheme or plan of the type set forth in § 11-50-1 so that gifts, prizes, or gratuities are dispersed to predetermined individuals or retail establishments shall be guilty of a misdemeanor, provided, that this section shall not prevent distribution of gifts, prizes, or gratuities of equal value to retail establishments.

§ 11-50-5 Failure to distribute prizes. - Every person, firm, or corporation who engages in any promotion or advertising scheme or plan of the type set forth in § 11-50-1 and who fails to distribute the offered gifts, prizes, or gratuities to designated winners shall be guilty of a misdemeanor.

§ 11-50-6 Deceptive advertising practices. – Every person, firm, or corporation who prints, publishes, or circulates literature or advertising material, used in connection with any promotion or advertising scheme or plan of the type set forth in § 11-50-1, which is false, deceptive, or misleading, shall be guilty of a misdemeanor.

§ 11-50-7 Dealer Coercion. – Every person, firm, or corporation who coerces a retail dealer to participate in any promotion or advertising scheme or plan of the type set forth in § 11-50-1 shall be guilty of a misdemeanor. Such coercion includes, but is not limited to, circumstances in which a course of business conduct extending over a period of one year or longer between a supplier and a dealer is materially changed for no legitimate business reason, coincident with a failure or refusal of the dealer to participate in an above-mentioned promotion or advertising scheme or plan.

§ 11-50-8 Injunction. – Whenever the attorney general has reason to believe that any promotion or advertising scheme or plan of the type set forth in § 11-50-1 is being operated in violation of this chapter, he or she may bring an action in the Superior Court, in the name and on behalf of the people of the state to enjoin the continued operation of such promotion or advertising scheme or plan.

Section 11-50-1 of the General Laws, 1956, as amended, sets forth the filing requirements for this law. Pursuant to Section 11-50-8 of the General Laws, 1956, as amended, the Rhode Island Attorney General is responsible for the enforcement of this chapter. If you have any questions concerning whether you are required to file under this chapter, you should consult an attorney.

Revised: 12/05

[CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes - Official Rules

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

1. ELIGIBILITY: [CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes (the "Sweepstakes") is open only to legal residents of forty-nine (49) states of the United States and the District of Columbia (excluding Rhode Island, Puerto Rico, all U.S. Territories and Possessions and all Overseas Military Installations) who are eighteen (18) years of age or older as of [PROMOTION START DATE], with access to the Internet at all times during the Sweepstakes Period (as defined below) and subsequent Prize Award Period (as defined below). [CORPORATE NAME AND ENTITY] ("Sponsor"), [ANY OTHER SWEEPSTAKES ENTITIES], and its subsidiaries, and all associated agencies and each of their respective parent corporations, subsidiaries, affiliates, sales representatives, distributors, licensees, vendors, contractors or agents (all of the foregoing, together with Sponsor, collectively referred to as "Sweepstakes Entities"), employees, officers, directors, and each of their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Sweepstakes. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules and acknowledgement that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter.

2. SWEEPSTAKES PERIOD: The Sweepstakes entry period begins as of [START TIME (TIME ZONE)] on [START DATE] and ends as of [END TIME (TIME ZONE)] on [END DATE] (the "Sweepstakes Period"). Winners will be selected from entries properly submitted pursuant to these Official Rules.

3. SWEEPSTAKES ENTRY INSTRUCTIONS: There is one (1) method of entry for this Sweepstakes: During the Sweepstakes Period, go to www.twitter.com ("Website"), and (1) if you already have a Twitter account, log on using your Twitter user name and password, then become a follower of "[CORPORATE NAME]" by searching for "[CORPORATE NAME]," clicking on the "@[CORPORATE NAME]" icon and then clicking the "Follow" button; or (2) if you do not already have a Twitter account, create a free Twitter account according to the instructions on the Website and follow "@[CORPORATE NAME]" as indicated in (1) above. Please note that you must agree to comply with the Twitter Terms of Use in order to create a Twitter account. Once you become a follower of "@[CORPORATE NAME]," submit a "Tweet" of one hundred forty (140) characters or less ("Statement"). Statement must include the following: 1) the hash tag "#[KEY WORD OR TOPIC IN TWEET];" and 2) the @reply "@[CORPORATE NAME]" (the "Entry"). **By entering, you give Sponsor permission to publish your entry, including your name and/or Twitter user name.**

Entries must be received before [TIME (TIME ZONE)] on [DATE] to be eligible for the Sweepstakes. You may enter one (1) time during the Sweepstakes Period. Multiple Entries received from any person or email address beyond this limit will void all such additional Entries. Any entrant found to be using multiple accounts to enter will be disqualified. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Entries exceeding the length requirement, displaying or containing profanity or that are obscene or otherwise inappropriate (as determined by Sponsor) will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. In case of a dispute over the identity of an entrant, the authorized account holder of the Twitter account and associated email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

4. PUBLICITY: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant by entering and the Winner (defined below) by accepting a Prize (defined below) grants to Sponsor and Sponsor's affiliates, legal representatives, assigns and licensees, all right, title and interest in and to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name, city, state, and biographical material (collectively, "Licensed Rights") in any media now known or hereafter devised throughout the world in perpetuity for

advertising and publicity purposes in connection with this Sweepstakes, without additional review, compensation, permission or approval.

5. SELECTION OF SWEEPSTAKES WINNER: The first [NUMBER] (#) entrants to submit their Statement during the Sweepstakes Period will be selected as potential Winners. Odds of winning will depend on the number of eligible entries received. The potential Winners will be notified via direct message to the Twitter address submitted with his/her entry within twenty four (24) hours of the end of the Sweepstakes Period ("Prize Award Period"). Sponsor is the judge of the Sweepstakes, whose decisions on all matters relating to the Sweepstakes shall be final and binding. Any return of prize notification as undeliverable will result in forfeiture of the Prize at the sole discretion of Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (i) a potential Winner's failure to respond to notification promptly after its transmission (ii) the return of a notification as undeliverable after three (3) attempts; (iii) a potential Winner's failure to timely provide Sponsor with satisfactory proof of age, identity and residency; (iv) a potential Winner's failure to validly claim the prize by [CLAIM BY DATE] and (v) any other non-compliance with the Official Rules. In the event that a potential Winner is disqualified for any reason or in the event of prize forfeiture, Sponsor may, in Sponsor's sole discretion, award or not award the prize to an alternate potential Winner selected at random.

6. PRIZE: [NUMBER] (#) Prizes will be awarded in this Sweepstakes, each of which will consist of: [PRIZE DESCRIPTION WITH ARV PER PRIZE ELEMENT]. Total prize ARV is [WRITE OUT DOLLAR AMOUNT] (\$ _____).

The Prize awarded will not be replaced if lost or stolen. No part of the Prize is redeemable for cash (except as required by law), cash equivalent or gift card and is not transferable, except to a surviving spouse residing in the same household. No substitutions are allowed except, at the sole discretion of Sponsor, an equal or greater valued item may be provided. The Prize will be awarded provided it is validly claimed by [CLAIM BY DATE] after which no alternate winners will be selected, nor unclaimed prizes awarded. All taxes on the Prize, if any, and other expenses related to accepting and/or using the Prize not listed in these Official Rules are the sole responsibility of each of the Winners, who will receive an IRS Form 1099 reflecting the final actual value of the Prize, if applicable. The Prize will be shipped only to an address in the United States.

THE SWEEPSTAKES ENTITIES (INCLUDING EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF THE PRIZE.

7. GENERAL RULES: By entering or participating in the Sweepstakes, participants agree to be bound by these Official Rules, the terms and conditions of the Sponsor's websites, and by the decisions of Sponsor, which are final and binding in all respects. By entering the Sweepstakes, entrants waive the right to claim any ambiguity or error in these Official Rules or in the Sweepstakes itself. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes. Sweepstakes Entities are not responsible for: (i) any incorrect or inaccurate information or technical failures of any kind, (ii) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (iii) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at Sponsor's sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select Winners from all eligible, non-suspect entries received prior to such action. Sponsor also reserves the right at Sponsor's sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person.

Sweepstakes Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any Prize; participation in this Sweepstakes or in any activity or travel related thereto or from any interaction with, or downloading of, computer Sweepstakes information.

Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Sweepstakes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In any cause of action, the Sweepstakes Entities' liability will be limited to Two Hundred and Fifty Dollars (\$250.00 USD), and in no event shall the Sweepstakes Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Sweepstakes, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages.

8. PARTICIPANT OBLIGATIONS: By participating in the Sweepstakes entrants (including Winners) agree to be bound by these Official Rules and the decisions of Sponsor. By accepting the prize, each Winner agrees to release and hold harmless the Sweepstakes Entities from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Sweepstakes or receipt or redemption of the prize. Each Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Sweepstakes or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of [STATE] without regard to the conflicts of laws principles of any jurisdiction. Exclusive venue with respect to any such disputes shall be had in the state and federal courts located in the State of [STATE].

9. PERSONAL INFORMATION: The personal information collected through the Sweepstakes is subject to [CORPORATE NAME]'s Privacy Policy, located at [LINK TO CORPORATE PRIVACY POLICY]. By entering the Sweepstakes, you agree to the use of your personal information as described in the above Privacy Policy.

10. RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules or for notification of the Winners, send a self-addressed stamped envelope to: [CORPORATE NAME]'s "[PROMOTION NAME]" Sweepstakes Official Rules/Winners List Request, [CORPORATE MAILING ADDRESS]. Requests for notification of winners must be received no later than three months after the end of the Sweepstakes Period. VT residents may omit return postage.

11. SPONSOR: [CORPORATE NAME AND ENTITY], [CORPORATE ADDRESS].

12. Twitter, Inc. and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Sweepstakes.

SAMPLE PRIZE PROVIDER AGREEMENT

[DATE]

[CONTACT]

[CONTACT ADDRESS]

Re: [PROMOTION NAME]

Dear [CONTACT]:

This letter agreement ("Agreement"), made and effective as of [DATE] confirms the agreement entered into by and between [CORPORATE NAME] ("[CORPORATE NAME]" or "Sponsor") and [PRIZE PROVIDER NAME] ("[PRIZE PROVIDER]") for the contribution by [PRIZE PROVIDER] of certain merchandise to be used as a prize and/or prizes (each a "Prize"), in the [PROMOTION NAME] sponsored by [CORPORATE NAME] ("Promotion"). [CORPORATE NAME] is the sole legal sponsor of the Promotion which shall commence on [PROMOTION START DATE] and end on [PROMOTION END DATE] ("Promotion Term") and [PRIZE PROVIDER] is the sole prize provider. In consideration of the mutual promises made hereunder and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Sponsor shall use the Prize only as a prize to be awarded to the winner or winners of the Promotion in accordance with the Promotion's official rules and for no other purpose. [PRIZE PROVIDER] shall not be responsible for administering or fulfilling the Promotion or for anything related to the Promotion other than providing the Prize to Sponsor.
- 2) Sponsor shall administer and fulfill the Promotion at its sole cost (other than the cost of the Prize which [PRIZE PROVIDER] has agreed to contribute) and in compliance with all federal, state and local laws and regulations.
- 3) [PRIZE PROVIDER] hereby grants to [CORPORATE NAME] and its affiliates a worldwide, royalty-free, non-exclusive, limited right and license to use [PRIZE PROVIDER]'s name, related product names, trademarks and logos and any other materials furnished hereunder to publicize, promote and/or advertise the Promotion in any manner or media (the "[PRIZE PROVIDER] IP"). [PRIZE PROVIDER] warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. In addition, [PRIZE PROVIDER] represents and warrants that all claims and representations made in any materials provided to [CORPORATE NAME] are: (a) supported by competent and reliable prior substantiation in advance of their publication and dissemination in accordance with the laws, regulations and orders of the Federal Trade Commission; and (b) in compliance with all applicable federal, state and local laws regarding deceptive trade practices, fair competition and consumer protection.
- 4) Nothing in this Agreement or any promotion will create or be deemed to create any agency, partnership or joint venture between [CORPORATE NAME] and [PRIZE PROVIDER]. Each party will act as an independent contractor.

- 5) Each party shall treat the terms of this Agreement as confidential, and shall not disclose this Agreement or its terms to any third party without prior written consent. Parent companies and other corporate affiliates shall not be considered third parties for purposes of this provision.
- 6) **[SPONSOR]** shall at all times indemnify, defend and hold harmless **[PRIZE PROVIDER]** and its subsidiary and affiliated corporations, and all officers, members, directors, shareholders, agents, employees, representatives and associates thereof, from and against any and all claims, demands, losses, damages, liabilities, costs and/or expenses (including without limitation reasonable attorneys' fees), arising out of, resulting from, or in any way connected with the Promotion, other than from Sponsor's use of materials as provided by **[PRIZE PROVIDER]**, and/or Sponsor's breach of the terms of this letter.
- 7) **[PRIZE PROVIDER]** shall at all times indemnify, defend and hold harmless Sponsor, its parent, subsidiary and affiliated corporations, and all officers, members, directors, shareholders, agents, employees, representatives and associates thereof, from and against any and all claims, demands, losses, damages, liabilities, costs and/or expenses (including without limitation reasonable attorneys' fees), arising out of, resulting from, or in any way connected with (a) Sponsor's use of materials as provided by **[PRIZE PROVIDER]**; (b) **[PRIZE PROVIDER]**'s breach of any of the terms of this letter; (c) the merchandise featured in the Promotion; and (d) the use and/or redemption of the voucher(s) provided by **[PRIZE PROVIDER]**.
- 8) Each party represents and warrants that execution of this Agreement does not violate the rights of any third party and hereby agrees to indemnify, defend and hold the other party, and its affiliates, officers, directors, employees and agents harmless from any and all actions, claims and expenses including costs and reasonable attorney fees relating directly or indirectly to its obligations, representations, or warranties under this Agreement. The indemnification obligation shall survive the termination of this Agreement.
- 9) This Agreement shall be construed and enforced in accordance with the laws of the State of **[STATE]** without regard to the choice of law principles thereof. Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in **[CITY AND STATE]** before a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that a party will bear its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). The arbitrator shall have the power to enter temporary restraining orders and preliminary and permanent injunctions. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief in a

court of competent jurisdiction in [CITY AND STATE], or such other court that may have jurisdiction, without thereby waiving its right to arbitration of the dispute or controversy under this section. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THIS AGREEMENT, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

If the above is in accordance with your understanding, please execute where indicated below and send back to us at [EMAIL].

Sincerely,

[SIGNATURE]: _____
[TITLE]: _____
[CORPORATE NAME]: _____

Agreed to and Accepted:

[PRIZE PROVIDER]
By: _____
Name: _____
Title: _____
Date: _____

Sample Language for Various Entry Methods

Facebook entry:

To enter, go online to [www.facebook.com\[URL\]](#), click on the [INSERT NAME OF TAB] tab and follow the directions to complete and submit the entry form. In the event of a dispute as to any entry, the authorized account holder of the Facebook account used to enter will be deemed to be the participant. The authorized account holder is defined as the natural person who is assigned to a username by Facebook.com. Participants must enter using only a Facebook.com account subscribed to and registered in his/her name. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the user name/Facebook account associated with the winning entry. Automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and will be disqualified. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Participant understands that s/he is providing his/her information so that s/he can be contacted if s/he is selected as a winner and that s/he is not providing his/her information to Facebook.

Twitter entry:

To enter, follow @[INSERT TWITTER HANDLE] on Twitter and [DESCRIBE WHAT ACTION MUST BE TAKEN ON TWITTER]. Tweet must contain the hashtag [INSERT HASHTAG]. In the event of a dispute as to any entry, the authorized account holder of the Twitter account used to enter will be deemed to be the participant. The authorized account holder is defined as the natural person who is assigned to a username by Twitter.com. Participants must enter using only a Twitter.com account subscribed to and registered in his/her name. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the user name/Twitter Account associated with the winning entry. Automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and will be disqualified.

Online entry:

To enter, visit [INSERT URL] and follow the links and instructions to complete and submit the entry form. 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 participant player. 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. Each potential winner may be required to show proof of being the authorized account holder. Automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and will be disqualified.

Mail-in as an alternative entry

There are two ways to enter: (1) [DESCRIBE NON-MAIL-IN ENTRY METHOD] or (2) by mail-in entry. No other method of entry will be accepted... To enter by mail-in entry, participant must fill out a 3x5 post card with participant's name, address, telephone number and email address and mail postage paid to: [INSERT MAILING ADDRESS]. Mail-in entries must be postmarked by the end of the Promotion Period. The Sponsor is not responsible for late, lost, misplaced, illegible, mutilated, incomplete or undelivered entries, and such entries will be deemed invalid. Limit one entry per person. All entries become the property of Sponsor and will not be acknowledged or returned.

Text message entry:

To enter, each participant must use a cellular telephone or a two-way text-messaging capable device (either, the "Device") to text [INSERT WHAT TEXT MUST CONTAIN] to [INSERT TEXT PHONE NUMBER]. In case of dispute as to the identity of any participant who entered by text, entry will be declared made by the authorized account holder of the Device phone number submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to a Device phone number by a wireless telecommunications carrier, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning phone numbers. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the phone number associated with the winning entry.

Text Message Fees: Participants entering by text will be charged standard text message fees for each text message sent from and received by participant's Device according to the terms of participant's service agreement with his/her wireless carrier. Charges will appear on participant's wireless bill or deducted from pre-paid balance. Sponsor may send one confirmation text and may contact the winner via text message.

Enter For A Chance To Win!

FIRST NAME

LAST NAME

EMAIL

One entry per person. No purchase necessary. See reverse for details.

BACK:

By entering this giveaway, you are giving Fandango your permission to send you emails about Fandango's products and services. You hereby agree to Fandango's privacy policy and terms of use. If you do not wish to receive emails from Fandango, please initial here _____.

Fandango movie ticket prizes are redeemable only on www.fandango.com for partner theaters located in the United States.

Entrants must be present to win, and will be notified at the "Sweepstakes, Raffles, Contests and Lotteries: What Every In-House Lawyer Needs to Know" seminar.
Void where prohibited or restricted by law.
Must be 18 or over to be eligible to win.