Find Your Extraordinary Sweepstakes

OFFICIAL RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. SWEEPSTAKES DESCRIPTION: The *Find Your Extraordinary* Sweepstakes (the "Sweepstakes") is sponsored by the Council of Better Business Bureaus, Inc., 3000 Wilson Blvd, Suite 600, Arlington, VA 22201(the "Sponsor"). The Sweepstakes is governed by these Official Rules. By participating in the Sweepstakes, each individual who submits an entry ("Entrant") agrees to these Official Rules, including all eligibility requirements, and understands that the results of the Sweepstakes are final in all respects. The Sweepstakes is subject to all federal, state and local laws and regulations and is void where prohibited by law.
- **2. ELIGIBILITY:** This Sweepstakes is only open to legal residents of the United States and the District of Columbia, who are 18 years of age or older, with internet access at the time of entry. Only Entrants who log onto the internet from within the United States and the District of Columbia to post a review of the *Better Business > Better Series* and/or *The Bistro* podcasts (the "Podcasts") on iTunes are eligible to enter the Sweepstakes. You may not participate if you are not a legal US Resident and physically located within the United States at the time of entry.

The following persons *are not eligible* to enter the Sweepstakes:

- (a) employees of <u>Council of Better Business Bureaus</u>, <u>Inc</u>., its affiliates, subsidiaries, officers or employees;
- (b) officers, employees or agents of any organizations directly involved with this Sweepstakes, including any co-sponsor of the Sweepstakes; and
- (c) immediate family members and persons living in the same household as the persons identified in (a) and (b) above.

The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law.

- **3. AGREEMENT TO RULES:** By participating in the Sweepstakes, Entrants agree to be fully and unconditionally bound by these Rules. Entrants represent and warrant that they meet the eligibility requirements. In addition, Entrants agree to accept the decision of Sponsor as final and binding as it relates to the content of the Sweepstakes.
- 4. HOW TO ENTER: NO PURCHASE IS NECESSARY TO ENTER OR WIN, and no entry fee, payment or proof-of-purchase is necessary to participate in the Sweepstakes. To enter, Entrants must write and submit a complete online review of the Podcasts between May 24, 2017 at 12:00 AM (ET) and no later than June 1, 2017 at 11:59 PM (ET) ("Sweepstakes Period") on iTunes, located at https://itunes.apple.com/us/podcast/the-bistro/id1167088726?mt=2; and https://itunes.apple.com/us/podcast/better-business-better-series/id1167090168?mt=2 (the "Websites"). For purposes of these Sweepstakes, "receipt" of an online review occurs when Sponsor's servers record the entry information resulting from the Entrant clicking the "Submit" button. Automated submissions (including but not limited to, reviews submitted using the any robot, script, macro, or other automated service) are not permitted and will be disqualified. All submissions become the property of Sponsor and will not be returned. All winners must meet the eligibility requirements set forth in these rules in order to qualify for the prize. Limit one entry per person. Sponsor is not responsible for lost, late,

misdirected, incomplete or illegible entries. Sponsor is not responsible for any failure of the Websites during the Sweepstakes Period, including any telephone problems or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of traffic congestion on the internet or at the Websites, or any combination thereof, including any injury or damage to an Entrant's or any other person's computer related to or resulting from downloading any material related to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes.

- **5. ODDS OF WINNING:** The odds of winning will depend upon the actual number of entries received for this Sweepstakes.
- 6. WINNER SELECTION AND NOTIFICATION: There will be one winner. The winner will be selected by a random drawing, under the supervision of Sponsor on June 8, 2017, from among all eligible entries received. The winners will be notified via electronic mail within five (5) days of being selected. Sponsor shall have no liability for the winner's failure to receive notice of such win due to spam, junk email or other security settings or for the winner's provision of incorrect or non-functioning contact information. If the winner cannot be contacted, is ineligible, fails to claim the prize within ten (10) business days from the time the award notification was sent, or fails to return, within ten (10) business days from the time received, a completed and executed *Declaration and Release* as required, the prize will be forfeited and an alternate winner will be selected. The decision of Sponsor is final.
- 7. PRIZE: [A Free Copy of Find Your Extraordinary, signed by the author, Jessica Dillullo, valued at approximately \$27.00 (USD)]: Only the prize specified above will be awarded. The actual/appraised value may differ at the time the prize is awarded. The prize is non-transferable, with no cash redemption or equivalent. All federal, state and local income taxes, insurance, licensing, registration and title fees connected to the prize are the sole responsibility of the winner. All federal, state and local laws and regulations apply. Sponsor shall only be responsible for awarding one prize, as stated in these rules. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize award. Sponsor makes no representation or warranties concerning the appearance, safety or performance of the prize awarded.
- **8. CLAIMING PRIZE:** A properly claimed prize will be awarded. As a condition of winning the prize, the winner must complete, sign and return a *Declaration and Release*, where permitted by law, and any other applicable forms required by a taxing authority within ten (10) days of notification or the prize will be forfeited and an alternate winner will be selected. Further, by accepting the prize, the winner consents to Sponsor's use of their name, photograph and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed, (including, without limitation, print, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law.

If any correspondence of Sponsor is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Should the winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor the prize.

In case of dispute as to the identity of any online Entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. As used in this Sweepstakes, "Authorized Account Holder" is defined as the natural person who is assigned an email address by an internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. The winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry.

Receipt by the winner of the prize offered in the Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THE RULES BY THE WINNER WILL RESULT IN THE WINNER'S DISQUALIFICATION AND ALL PRIVELEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 9. DISCLAIMER: THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK, APPLE, TWITTER, INSTAGRAM, OR ANY OTHER SOCIAL MEDIA PLATFORM ("SOCIAL MEDIA CHANNELS"). YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND ITS THIRD PARTY SWEEPSTAKES ADMINISTRATOR AND NOT TO THE SOCIAL MEDIA CHANNELS. THE INFORMATION YOU PROVIDE WILL ONLY BE USED AS PROVIDED BELOW IN THE PRIVACY SECTION OF THESE OFFICIAL RULES.
- 10. INDEMNIFICATION AND LIMITATION OF LIABILITY: By participating in this Sweepstakes, Entrants agree to release, hold harmless, and agree not to institute any claim against Sponsor, the Social Media Channels and all their respective affiliates, subsidiaries, and their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of the prize awarded herein; and/or 2) participation in the Sweepstakes or any prize related activities, including but not limited to, traveling to or from any prize related activity. Upon delivery of the prize to the winner, Sponsor will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize.

Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and Entrants further waive all rights to have damages multiplied or increased.

11. INTELLECTUAL PROPERTY: The Websites, Official Rules and all related web pages, content and code are the property of the Sponsor or authorized third parties. The copying or unauthorized use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

Entrants represent and warrant that their entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If an Entrant's entry is found to infringe upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of Sponsor. Entrant shall, at their own expense, defend or settle against such claims. Entrant will indemnify, defend and hold harmless Released Parties or from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Released Parties may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

12. PRIVACY: Personal information collected from Entrants during the Sweepstakes will not be sold to third parties but may be shared as necessary for the purposes of conducting and judging this Sweepstakes, as provided in these Official Rules. Sponsor may engage certain third party companies to perform services in connection with the administration of this Sweepstakes and information provided by Entrants may be collected and used by and shared with those third parties for purposes of administration of the Sweepstakes and the fulfillment and verification of prize awards. By entering this Sweepstakes, Entrant acknowledges and agrees that any submission may be made available for viewing and comment by the public, and understands that comments with which Entrant disagrees or is unhappy about may be published or otherwise become associated with any submitted review. Entrant expressly consents to the

use of Entrant's information by Sponsor for such purposes and hereby waives any privacy expectations that Entrant may have with respect to any submission.

- 13. MISCELLANEOUS CONDITIONS: If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.
- **14. CHOICE OF LAW**: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Virginia, without regard to its conflict of law principles.
- 15. SWEEPSTAKES RULES: These Official Rules will be posted at http://www.betterbusiness.blubrry.com during the Sweepstakes Period. A copy of the Official Rules may also be obtained by sending an e-mail request to Nona Phinn at podcast@council.bbb.org. Requests must be received no later than June 1, 2017 at 11:59 PM (ET).
- **16. WINNERS LIST:** To obtain a copy of the winner's name, e-mail your request to Nona Phinn at podcast@council.bbb.org. The request must be received by **June 30, 2017.**
- **17. SPONSOR:** The Sponsor of this Sweepstakes is Council of Better Business Bureaus, Inc. located at 3033 Wilson Boulevard, Suite 600, Arlington, VA 22201.
- **18. ADMINISTRATOR:** The administrator of this Sweepstakes is Council of Better Business Bureaus, Inc.