

## **Sweepstakes**

### **Terms & Conditions & Official Rules**

TO ENTER, YOU MUST READ THE INFORMATION BELOW, WHICH CONSTITUTES THE OFFICIAL RULES FOR ANY MY25/MAINSTAY, INC. SWEEPSTAKES. YOU HEREBY AGREE TO THESE RULES BY ENTERING THE SWEEPSTAKES AS PROVIDED BELOW. INTERNET ACCESS IS REQUIRED. BY ENTERING ANY MY25/MAINSTAY, INC. SWEEPSTAKES, YOU AGREE THAT YOUR ENTRY AND THE PERSONAL INFORMATION COLLECTED FROM YOU IN CONNECTION WITH THIS SWEEPSTAKES WILL BE SHARED WITH THE SPONSOR. SPONSOR'S USE OF YOUR PERSONAL INFORMATION IS SUBJECT TO THE SPONSOR'S PRIVACY POLICIES AT MY25.COM. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** My25 giveaways/prizes/awards ("Sweepstakes") is open only to legal residents of the forty-nine (49) 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 June 1, 2017. The following individuals are not eligible: All employees and contractors of My25 /Mainstay, Inc. ("Sponsor") or their affiliates, sales representatives, licensees, web designers, judges, representatives, advertising and promotion agencies or agents (all of the foregoing, collectively, "Sweepstakes Entities"), and their immediate family members (spouse, parent, child, sibling (or "step" of each) 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."

2. **SWEEPSTAKES PERIOD:** A Sweepstakes entry period ("Sweepstakes Period") begins and ends according to the dates noted in the My25 online materials promoting giveaways, prizes, and/or awards. When a begin date is given (such as June 1, 2017), the begin time associated is always 12:00:01 am CT. When an end date is given (such as June 23, 2017), the end time associated is always 5:59:59 pm CT. Winners will be selected from entries properly submitted during the Sweepstakes Period.

3. **SWEEPSTAKES ENTRY INSTRUCTIONS:** You may enter the Sweepstakes by following the instructions included in the My25 online materials promoting giveaways,

prizes, and/or awards. Winner(s) will be chosen at random at the conclusion of the Sweepstakes Period. Incomplete entries are ineligible. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. All entries become the property of the Sponsor and will not be acknowledged or returned. No correspondence will be entered into except with the selected winner(s). No photocopied, computer-generated, facsimiles, mechanically reproduced, or mass entries permitted. Sponsor expressly reserves the right to disqualify any entries that they believe in good faith are generated by an automated program or via scripts.

4. PUBLICITY: As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant and each potential Grand Prize Winner by accepting the Grand Prize grants to the Sponsor 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 of any kind.

5. SELECTION OF SWEEPSTAKES WINNERS: At the end of the Sweepstakes Period, one (1) or more Grand Prize Winner(s) will be selected at random no later than 10 business days following the Sweepstakes Period. The number of Grand Prize Winners is at the discretion of Sponsor, based on total number of entrants. At a minimum, one (1) Grand Prize Winner will be selected.

The Grand Prize Winners will be selected from all eligible entries who took the required actions during the Sweepstakes Period. Odds of winning will depend on the number of eligible entries received during the Sweepstakes Period. The Grand Prize Winners will be notified via e-mail to the e-mail address provided by the entrant according to the guidelines specified in My25 online materials outlining giveaways, prizes, and/or awards. In the event of a dispute regarding the identity of the person submitting the entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered. The drawing will be conducted by Sponsor, whose decisions on all matters relating to the Sweepstakes shall be final and binding. 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 email notification within five (5) days 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 execute and return an Affidavit

of Eligibility/Liability/Publicity Release within seven (7) days after its transmission; (5) a potential Grand Prize Winner's failure to validly claim the prize by June 30, 2017; and (6) 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. In no event shall the Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. No prize substitution, cash substitution, or assignment or transfer of prizes is permitted, except by the Sponsor because of unavailability, in which case a prize of equal or greater value will be awarded. All taxes on the prize, if any, and other expenses related to accepting and/or using a prize not listed in these rules, including travel to/from the prize, are the sole responsibility of each winner. All prizes will be awarded, provided that they are validly claimed within 30 calendar days after the Sweepstakes period, after which no alternate winner will be selected, nor unclaimed prizes awarded.

6. GENERAL RULES: By entering or participating in the Sweepstakes, participants agree to be bound by these Official Rules, and by the decisions of Sponsor, which are final and binding in all respects, and to conform to all applicable federal, state and local laws and regulations. Sweepstakes Entities are not responsible for: (1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the Sweepstakes entry form; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Sweepstakes; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes; (5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize; or (6) any act or omission at any event included as part of any prize. Sponsor does not make any, and hereby disclaim any and all, representations or warranties of any kind, express or implied, regarding any prize, which is awarded "as is". Participation in the Sweepstakes is at your own risk. 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). 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, or downloading of, computer Sweepstakes information. Sponsor reserves the right to modify these Official Rules in any way or at any time. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of Illinois without regard to the conflicts of laws principles of any jurisdiction. Any controversy or claim arising out of or relating to these Official Rules, their enforcement, arbitrability or interpretation, or the Sweepstakes, shall be submitted to final and binding arbitration, to be held in Illinois, before a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. Venue with respect to any such disputes not subject to arbitration and for entering judgment of any arbitration award shall be had in the state and federal courts of the State of Illinois.

7. 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, 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)). The Grand Prize Winners assume all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Sweepstakes or use or redemption of the prize. All taxes are the responsibility of the Grand Prize Winner, who may receive an IRS Form 1099 reflecting the final actual value of the prize, if applicable.

8. PERSONAL INFORMATION: The personal information collected through this Sweepstakes is subject to Mainstay, Inc.'s Privacy Policy, located at

<http://www.my25.com/public/privacy-policy>. By entering this Sweepstakes, you agree to the use of your personal information as described in these Official Rules.

9. OFFICIAL RULES REQUESTS: To obtain a copy of these Official Rules, send a self-addressed stamped envelope to: "My25 Sweepstakes" c/o Mainstay, Inc. 1001 Green Bay Rd, #195 Winnetka IL 60093.

10. SPONSOR: Mainstay, Inc., 1001 Green Bay Rd., #195, Winnetka, IL 60093