GRACO REVIEWS SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY.

1. <u>PROMOTION DESCRIPTION</u>: The Graco Reviews Sweepstakes (the "Sweepstakes") offers entrants the chance to win a: a digital promo code credit in the amount of \$500 to be applied towards purchase(s) on Gracobaby.com . The Sweepstakes begins at 12:00am EST on December 13, 2018 and ends at 11:59pm EST on December 31, 2020 (hereinafter the "Promotion Period") with a winner randomly selected each month. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Graco Children's Products Inc. (the "Sponsor") and its affiliate companies, whose decisions shall be final and legally binding in all respects.

2. <u>ELIGIBILITY</u>: This Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry (unless prohibited by applicable law) and who are physically present in the United States at the time of entry ("Entrants"). Employees of Sponsor and its divisions, subsidiaries and affiliated companies, as well as their immediate families (spouses, parents, children, and siblings and their respective spouses) and those living in the same household (collectively, the "Promotion Entities"), and each of their immediate family members (as defined by the IRS) and/or people living in the same household, are not eligible to enter or win the Grand Prize in the Sweepstakes. All eligibility is subject to all federal, state, and local laws and regulations.

3. HOW TO ENTER:

To Enter: Visit the campaign landing page, www.gracobaby.com/Reviews, by clicking through a Graco social post, email, or banner ad. To participate, Entrants must follow the instructions to the corresponding prompt. Limit one (1) entry per person during the Promotion Period; multiple entries for a single individual will be disgualified. Entries made on another's behalf by any other individuals or any other entity, including but not limited to commercial contest/sweepstakes subscription notification and/or entering services, will be declared invalid and disgualified from this Sweepstakes. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method will be disqualified. Entries featuring third party names, trademarks, and/or other material subject to third party rights are prohibited and Sponsor reserves the right to remove such entries. Entries containing obscene, offensive, or any language communicating messages inconsistent with the positive images to which Sponsor wishes to associate will be void, and Sponsor reserves the right to remove such entries. Duplicate and/or substantially similar entries as determined by Sponsor in its sole discretion, and/or incomplete entries are ineligible. By entering, Entrants confirm that they are at least 18 years of age (or the age of majority in their state of residence) and agree to abide by these Official Rules. Except where otherwise prohibited, all winning entries become property of Sponsor and will not be returned.

4. ADDITIONAL ENTRY DETAILS:

a. General:

(i) All entries are subject to verification by the Sponsor. Entries that do not comply with the Official Rules may be disqualified. Incomplete, illegible or mutilated entries will be automatically disqualified. No responsibility is assumed for lost, late, misdirected, damaged, altered or illegible entries. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

(ii) Once an Entrant submits an entry, he/she will be unable to make any edits or changes. No portion of the entry may contain, in the sole and unfettered discretion of the Sponsor, obscene, violent, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content. Entry, and all contemplated uses thereof, must be in keeping with Sponsor's desired image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity or privacy rights of any person, living or dead, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights, and shall not violate any applicable federal, state or local laws or ordinances.

(iii) By entering the Sweepstakes, all Entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsor and its designees, to reproduce, distribute, display, copy and create derivative works of all or portions of the entry in connection with the Sweepstakes and promotion of the Sweepstakes, in any media now or hereafter known, including, but not limited to, display at a potential exhibition of winners, or online posting of the entries or winners of the Sweepstakes. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the Entrant's "moral rights" in their entries. Display or publication of any entry on Sponsor's designees' website does not indicate the Entrant will be selected as a winner. Sponsor and its designees will not be required to pay any additional consideration or seek any additional approval in connection with the use of any entry or portion of any entry, as contemplated by these Official Rules. Additionally, except where prohibited by law, by entering, each Entrant grants to Sponsor and its designees the unrestricted right to use all statements made in connection with the Sweepstakes, and pictures or likenesses of such entry. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

(iv) Sponsor is not responsible for errors or problems downloading or uploading any Sweepstakes-related materials or information, or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet, or any other technical problems related to Sweepstakes entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in this Sweepstakes.

5. WINNER DETERMINATION AND PRIZE:

One (1) winner will be randomly selected at the end of every month of the Promotion Period from valid entries received during the Promotion Period. If the Grand Prize notification or the Grand Prize is returned as undeliverable, the initial winner will be disqualified and an alternate

winner may be selected. Odds of winning depend on the number of eligible entries received during each Promotion Period.

Grand Prize: a digital promo code credit in the amount of \$500to be applied towards purchase(s) on Gracobaby.com Sponsor reserves the right at its sole discretion to choose an alternative winner in the event that initial winner has been disqualified, or is deemed ineligible in Sponsor's sole discretion. If the Entrant is unable to verify registration information, the Entrant will automatically be disqualified and the Grand Prize will be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrant. Sponsor is not responsible for late, misdirected or unsuccessful efforts to notify a potential winner.

The Grand Prize will be awarded only if the potential winner fully complies with these Official Rules. The Grand Prize is non-assignable and non-transferable. All details and other restrictions of any prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or prize substitution will be allowed, except that Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if the prize listed is unavailable, in whole or in part, for any reason. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (defined below).

6. WINNER NOTIFICATION: Once the selection of the potential winner is complete, the winner will be contacted via email following the end of the Promotion Period. In the case of a dispute over the identity of an Entrant, the authorized account holder of the account used to enter will be deemed to be the Entrant. The winner will be required to respond as instructed via within three (3) days of issuance of notification or other timeframe to be designated by Sponsor and provide their prize fulfillment information including, but not limited to, the following: First and Last Name, Email Address, Street Address (no P.O. Boxes), City, State, Zip Code, Phone, Age, and verify eligibility per these Official Rules. Non-compliance with any of the foregoing or failure to respond within the designated timeframe may result in disgualification and awarding of the Grand Prize to another Entrant. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrant. Sponsor is not obligated attempt to notify a potential winner by any other method or means of communication. If any prize notification or the Grand Prize is returned as undeliverable, the Entrant will be disgualified and an alternate winner may be selected. A potential winner will be required to execute an Affidavit of Eligibility, Tax Forms (including I.R.S. Form W-9), a Liability Release, and (where applicable) a Publicity Release form (collectively, "Prize Claim Documents") and return such executed Prize Claim Documents within the time indicated by Sponsor. If the Grand Prize or prize notice is returned as undeliverable, if a potential winner fails to respond or execute and return the Prize Claim Documents (as directed) within the time frame specified, or if a potential winner is determined to be ineligible or disgualified for any reasons, his/her prize will be forfeited. Sponsor shall have no liability for any potential prize winner notification that is lost, intercepted or not received by any potential winner for any reason. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND CONTEST WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. <u>GENERAL TERMS/LIMITATIONS OF LIABILITY</u>:

(i) By entering this Sweepstakes, all Entrants agree to release, discharge, and hold harmless Sponsor and its parent companies, affiliates, subsidiaries, advertising agencies, agents

and partners, and all of their respective employees, officers, directors, and representatives, from any claims, losses, and damages arising out of such Entrant's participation in this Sweepstakes, any Sweepstakes-related activities, and the acceptance, possession, use and/or misuse of any prize awarded in this Sweepstakes. Neither Sponsor nor the other Promotion Entities assume any responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Sweepstakes entries or entry forms; or alteration of entries or entry forms. Sponsor is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Sweepstakes.

(ii) Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the Grand Prize based on eligible entries received prior to the cancellation.

(iii) Sponsor's decisions are final and binding in all matters relating to the Sweepstakes.

(iv) Acceptance of the Grand Prize constitutes the Grand Prize winner's permission for the Sponsor and other Promotion Entities to use such Grand Prize winner's entry (in whole or in part), name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and such Entrant releases the Sponsor, Promotion Entities and designees from all claims arising out of the use of such entry and/or Attributes and agrees to indemnify the Sponsor and other Promotion Entities for any third party claims arising out of the use of such entry or Attributes by Sponsor, Promotion Entities or any other authorized parties.

Sponsor reserves the right in its sole discretion to disqualify any individual who is (v) found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if

possible) select the winner based solely on non-suspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prize described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

(vi) ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

(vii) By participating in this Sweepstakes, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Sponsor and/or other Promotion Entities relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement, will be resolved individually and exclusively in the courts of Atlanta, Georgia.

7. <u>CAUTION</u>: Any attempt to deliberately undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.

8. <u>WINNERS LIST/OFFICIAL RULES</u>: To obtain a copy of these Official Rules, print this page. To obtain a copy of any legally-required winners list, send a self-addressed, stamped envelope to be received by February 3, 2018 to: Graco Reviews Sweepstakes Winner, 6655 Peachtree Dunwoody Rd NE Atlanta, GA 30328

9. SPONSOR: Graco Children's Products Inc., 6655 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

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