

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

#### AGREEMENT TO RULES:

By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Bartell Drugs as final and binding as it relates to the content of this Campaign

#### ELIGIBILITY

The Campaign ("Where's Brandon – Hipster Nutcracker Contest") is open only to legal residents of the United States who are at least eighteen (18) years old, their legal addresses is in Washington State. Trustees, Board Members, Bartell Drugs, and their respective affiliated companies, subsidiaries, sales representatives, printers or the prize provider, agencies or contractors of any of the above organizations, including any entities engaged in the development, execution or fulfillment of this Promotion, together with the immediate family members and/or persons living in the same household as such individuals, are not eligible to participate in this Where's Brandon – Hipster Nutcracker Contest.

By submitting an entry to the Where's Brandon – Hipster Nutcracker Contest, entrants certify that their participation in this Campaign is not illegal or in violation of any law, regulation, treaty or administrative act, and that the laws of their governing jurisdiction of residence at the time of entry do not prohibit or restrict the receipt of any Prize under this giveaway.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Bartell Drugs sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

#### ENTRY PERIOD

The Campaign begins at 12:01am PST on April 28<sup>th</sup>, 2019 and ends at 11:59pm PST on May, 11<sup>th</sup>, 2019 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Campaign. One entry per phone number and per email address per day is allowed to enter into the contest.

#### WINNER SELECTION AND NOTIFICATION:

A total of ten (10) winners will be selected at random drawing from among all eligible entries received during the corresponding Entry Period. The potential prize winner will be notified by telephone and/or mail and/or e-mail, using contact information provided or collected at the time of registration. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected, as applicable. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The prize will need to be picked up at one of the Bartell Drugs store locations or the winner will need to pay for any additional shipping costs.

#### PRIZES RETAIL VALUE:

Ten (10) First Place Sweepstakes Prizes are available. Ten (10) winners ("Sweepstakes Prize Winners") will each receive one (1) Bartell Drugs gift card valued at \$129.00.

#### GENERAL PRIZE CONIDCTIONS:

No transfer, substitution, or cash equivalent for the Sweepstakes Prize is allowed. The Sweepstakes prize is non-transferable and may not be given, bartered, substituted, sold, or exchanged for cash or another prize. Unused components of the Sweepstakes prize have no redeemable cash value. Any difference between the ARV and the actual value, if any, of the Prizes will not be awarded. Lost or stolen gift cards or certificates or similar items, once they are in Sweepstakes Prize Winner's possession, will not be replaced.

Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The winner of a prize valued at \$600 or more will receive an IRS form 1099 after receipt of the prize for the actual retail value of the prize.

#### RIGHTS GRANTED BY YOU:

By entering this content, You understand and agree that Bartell Drugs, anyone acting on behalf of Bartell Drugs and Bartell Drugs licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. Optional verbiage for Contest: By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Bartell Drugs. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Bartell Drugs from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Bartell Drugs may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right

#### TERMS & CONDITIONS:

Bartell Drugs reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Bartell Drugs control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Bartell Drugs may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Bartell Drugs. Bartell Drugs reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Bartell Drugs has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Bartell Drugs reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Bartell Drugs and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii)

the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

#### QUESTIONS

Questions and inquiries about contest rules can be submitted here:

<https://www.bartelldrugs.com/contact/>

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