

## MEDIA BRAND EQUITY VALUATION STUDY 2018 SWEEPSTAKES RULES

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

**1. Eligibility:** MediaVillage Survey Prize Draw (the "Prize Draw") is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are the registered owner of the email address to whom the survey was originally sent and who meet employment status eligibility in order to complete the Survey. The Prize Draw is subject to all applicable laws and regulations and is void where prohibited. Participation constitutes the entrant's full and unconditional agreement to these Official Rules and Sponsor's (as defined herein) decisions, which are final and binding in all matters related to the Prize Draw. Winning a prize is contingent upon fulfilling all the requirements set forth herein.

**2. Sponsor:** MediaVillage/MyersBizNet Inc. 12 E 49<sup>th</sup> St. 16<sup>th</sup> Floor, NY, NY 10017

**3. Entry Period:** The Prize Draw begins June 13<sup>th</sup>, 2018 and all completed surveys must be received by July 16<sup>th</sup> at 12 noon EST.

#### 4. How to Enter:

- 1. Participate in the Survey.** During the Promotion Period, the Sponsor will invite members of the media, marketing and advertising industry to participate in a survey that solicits the responses and answers to survey questionnaires. When you complete the survey, you receive one (1) entry in the Prize Draw. You may be deemed unable to complete the survey and will receive such notice when attempting to take a survey.
- 2.** All eligible surveys must be completed and received by 12 noon EST, July 16<sup>th</sup>, 2018. If your email-in entry is received later than the "end date" your entry will not qualify for the Prize Draw. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, which will be disqualified.

**Entry Restrictions.** Each eligible entrant must have his/her own e-mail address, separate from the e-mail address of any other eligible entrant. Any attempt by any entrant to obtain entries by using multiple/different e-mail addresses, identities, registrations and log-ins, or any other method(s), will void all of that participant's entries and may subject such individual to additional sanctions or penalties in accordance with the applicable Survey terms and conditions. Use of any automated system to participate in the Prize Draw is strictly prohibited and will result in disqualification, and all entries submitted or received via such automated system will be void. In the event of a dispute as to the identity of any entrant, the authorized account holder (as defined herein) of the e-mail address used by, or connected to, the eligible entrant will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider, Internet service provider or any other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**5. Prize Drawings and Verification of Potential Winners:** Winning is contingent upon complying with all the terms and conditions of, and fulfilling all requirements contained in, these Official Rules. The Sponsor will randomly select five (5) potential Prize Draw winners from all eligible entries received. The potential winners shall be notified by e-mail, after the date of the Prize Draw. Except where prohibited, each potential winner will be required to sign and return winner documentation, as determined by the Sponsor at its sole discretion, to confirm eligibility, release the Sponsor and Sponsor of liability or for any other reason deemed necessary by the Sponsor. If a potential winner cannot be contacted, fails to sign and return the required documentation, does not answer the skill-testing question correctly (if applicable), or the prize is returned as undeliverable, the potential winner forfeits all rights in and/or to the prize. Receiving a prize is contingent upon compliance with these Official Rules.

**6. Prizes:** There will be a maximum of FIVE (5) prizes awarded: Each winner will receive one \$500 American Express Gift Card. Limit: One (1) prize per person.

Total ARV of all prizes available in this Survey is \$2,500.00 USD.

Prizes are non-transferable and no substitution will be made. The Sponsor shall not be liable or responsible for any lost, stolen or misplaced prizes. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The odds (chances) of winning a prize depend upon the number of eligible surveys received.

**7. Release:** To the extent permitted by law, by entering the Prize Draw, each entrant agrees to release and hold harmless the Sponsor, Sponsor and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property arising out of participation in the Prize Draw or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, winning a prize in the Prize Draw constitutes each winner's consent to the Sponsor's and/or its agents' use of the winner's name, likeness, photograph, voice, opinions and/or home town/city/village and state/region/county for promotional purposes in any media, worldwide, without further payment or consideration and without notice and/or consent.

**9. General Conditions:** The Sponsor reserves the right to cancel, suspend and/or modify the Prize Draw, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Prize Draw, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. The Sponsor reserves the right, at its sole discretion, to disqualify any individual that it finds to be tampering with the entry process or the operation of the Prize Draw or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Prize Draw may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person

to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are neither liable nor responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Prize Draw; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Prize Draw; (4) technical or human error which may occur in the administration of the Prize Draw or the processing of entries; (5) late, lost, undeliverable, damaged or stolen post/mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in the Prize Draw or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of prizes via a random draw among all the legitimate, un-awarded, eligible prize claims.

**11. Disputes:** By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York City, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or unenforceability of any provision of these Official 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 Official 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.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**12. Entrant's Personal Information:** When you participate in a Survey, you provide certain person information to Sponsor, including name and a valid email address. All personal information submitted to the Sponsor will be treated in accordance with the Sponsor's privacy policy.

**13. Severability:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**14. Future Emails:** By participating in the Survey you agree to receive occasional follow up emails related to the Sponsor including, but not limited to, emails related to confirmation survey, an email notification that you are a potential winner and invitation to subscribe to Sponsor news.