

## **Total Retail's Research Survey Rules**

### **Apple Watch - Total Retail's Research Survey Rules**

**Sweepstakes ends March 2, 2020**

**NO PURCHASE OR DONATION IS NECESSARY. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE A LEGAL RESIDENT OF THE US AND 18 YEARS OF AGE OR OLDER. ONE PRIZE WILL BE AWARDED. VOID WHERE PROHIBITED.**

#### **Official Rules**

**Sweepstakes begins February 7, 2020**

**Sweepstakes ends March 2, 2020**

(“The Entry Period”)

**How to Enter:** To participate in the **Total Retail's Research Survey contest**, entrants must complete and submit an online survey located at:

[https://www.surveymonkey.com/r/blst1?Emilink=\[Emilink\\_value\]](https://www.surveymonkey.com/r/blst1?Emilink=[Emilink_value]) during the Entry Period. Survey participants will automatically be entered in to the Sweepstakes. One entry per person.

**Eligibility:** The Sweepstakes is open only to individuals who are legal residents of the fifty (50) United States (including the District of Columbia). You must be 18 years of age or older to be eligible for the Sweepstakes.

Employees of NAPCO Media, their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers any other person or entity associated with the Sweepstakes and/or the immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee, are not eligible. All U.S., federal, state and local laws and regulations apply. Void in Puerto Rico and where prohibited by law.

**Prize:** Prize consists of (1) Apple Watch. Limit of one prize per person. Winners are responsible for any applicable federal, state, provincial, territorial and local taxes, including sales, income and any other taxes, and for any additional activation or carrier fees, or fees related to winner's use of the prize. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize or portion of a prize with another prize of equal or greater value if the prize is not available for any reason as determined by NAPCO Media in its sole discretion.

**Agreement to Official Rules:** Participating in the Sweepstakes constitutes the entrant's full and unconditional agreement and acceptance of these Official Rules as well as NAPCO Media's Privacy Policy (<http://www.napco.com/privacypolicy/>), which is final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein. Registrations become the property of NAPCO Media. In the unlikely event NAPCO Media encounters technical or equipment failures such as telephone network lines failing, computer online systems failing, servers and/or provider services cease to be available, or human error in connection with the registration form, etc., NAPCO Media and promoters will not be

held responsible. Collection and handling of personally identifiable information will be in accordance to the Privacy Policy.

Any attempt to exceed the maximum number of entries, whether through use of multiple email accounts or any automated system may result in disqualification. NAPCO Media reserves the right to disqualify entrants under suspicion of violations against the terms of Entry. NAPCO Media is not responsible for lost, late, incomplete, invalid, altered, unintelligible or misdirected entries, which will be void. In the event of a dispute as to who submitted an entry, the person demonstrating to NAPCO Media's satisfaction, as determined in NAPCO Media's sole discretion, that he or she is the authorized holder of the e-mail account will be deemed to be the entrant. The "authorized holder of the email account" is the natural person assigned by an Internet access provider, online service provider, Internet service provider or other similar organization referencing email address used to post the comment.

**Selection of Winner:** At 1:00pm EST on March 12, 2020, NAPCO Media will select the name of 1 winner in a random drawing of all eligible entries received during the Entry Period. The odds of being selected as a potential winner depend on the number of eligible entries received during the Entry Period. The potential winner will be contacted via email and asked to provide their full name, age, and mailing address for eligibility within a specified time period. If the potential winner does not respond within the timeframe stated in the notification email, NAPCO Media may select an alternate potential winner in his/her place at random from all entries received during the Entry Period.

**Requirements of the Potential Winner:** The potential winner will be required to return an email to NAPCO Media with the winner's full name, and a valid mailing address. This email and document will affirm eligibility and liability/publicity release within seven (7) days of being notified. If a potential winner fails to return the email confirmation within the required time period, an alternate entrant may be selected in his/her place in a random drawing of all entries received. Acceptance of a prize constitutes consent to use winner's name and likeness for editorial, advertising and publicity purposes without additional compensation, except where prohibited by law. Failure to comply with any term or condition in these Official Rules may result in disqualification at NAPCO Media's sole discretion. Potential winner may waive their right to designate their charity of choice, in which case an alternate winner will be selected in the manner described above.

**General Conditions:** NAPCO Media reserves the right to cancel or suspend the Sweepstakes should including but not limited to, virus, bugs, unauthorized human intervention, or other causes beyond the control of NAPCO Media, corrupt the administration, security, fairness, integrity, or proper operation of the Sweepstakes. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, NAPCO Media reserves the right to seek damages from any such person to the fullest extent permitted by law. NAPCO Media's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release and Limitations of Liability:** By entering, participants release and hold harmless NAPCO Media, Sponsor, respective parent, subsidiaries, affiliates, directors, officers, employees and related entities (collectively, "Releases") from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property that may be sustained in connection with the receipt, ownership, or use of the prize from or arising out of participation in this Sweepstakes. NAPCO Media or Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; AND/OR 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 Sweepstakes; AND/OR any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by NAPCO Media/Sponsor due to human or technical error at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes or use of the prize.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NAPCO AND/OR SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. THE PRIZES AND ALL ELEMENTS THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NAPCO/SPONSOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.

**Disputes:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of NAPCO Media in connection with the Donation, shall be governed by, and constructed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

**List of Winner:** To request winner's names, send a self-addressed, stamped envelope to: NAPCO Media, c/o Danielle Mullen, 1500 Spring Garden Street, Philadelphia, PA 19130. Requests must be received by March 12, 2020.

**Contact:** NAPCO Media, c/o Danielle Mullen, 1500 Spring Garden Street, Philadelphia, PA 19130.

**Questions?** Send an email to [dmullen@napco.com](mailto:dmullen@napco.com).

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