

Sweepstakes Rules

~~AMENDED END DATE OF SWEEPSTAKES: Changed from 9/30/22 to 12/18/22 (updated 9/29/22).~~

AMENDED END DATE OF SWEEPSTAKES: Changed from 12/18/22 to 1/2/23 (updated 12/15/22).

NO PURCHASE OR SURVEY COMPLETION NECESSARY TO ENTER OR WIN.

A PURCHASE, TEXT OR SURVEY COMPLETION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ELIGIBILITY: The 2022 \$1,000 Donation Sweepstakes (“Sweepstakes”) is open to individuals who at time of entry: 1) are legal residents of the 50 United States (including the District of Columbia); and 2) have reached the age of majority in the state they physically reside. Officers, directors, employees, agents and representatives of SSRS (the “Sponsor”), and its parent company, subsidiaries, affiliates, advertising and promotion agencies, retailers, distributors (collectively, “Sweepstakes Entities”), and their immediate family members (defined as parents, siblings, children and spouses, regardless of where they reside) and/or those living in the same household of each (whether or not related) are not eligible to enter or win. Sweepstakes governed by U.S. law. Sweepstakes is subject to all applicable federal, state and local laws and regulations. **Void where prohibited by law, must be 21 years old to participate or win.** Unauthorized groups, clubs or organizations are not permitted to reproduce or distribute any portion of these Official Rules to its members.

HOW TO ENTER: Visit the URL provided in the email or postcard you received and follow all onscreen instructions and follow all instructions to complete and submit the survey. To enter Sweepstakes without completing the survey, email to: info@nonprofit-pen-survey.org with subject line “\$1,000 Donation Sweepstakes”, mention your name, organization you are employed by at time of entry, age, address, phone number, and email address. You can also call and leave a message at the following toll-free line 1-800-633-1986 and leave the above-mentioned information. Please be sure to mention “\$1,000 Donation Sweepstakes (V1009)” if you call the toll-free line. All entries must be received between June 15, 2022 and ~~September 30, 2022 December 18, 2022~~ **January 2, 2023** (the “Sweepstakes Entry Period”). Duplicate entries will be disqualified. All entries and requests become the property of Sponsor and will not be acknowledged or returned. Sweepstakes may be presented in different creative presentations and/or in conjunction with other sweepstakes sponsored by SSRS (the “Sponsor”).

Entries must be made by an individual from a stand-alone computer or mobile device and may not be made by proxy or any electronic/automated means such as script, macro or use of any automated, robotic, repetitive, programmed or similar entry methods or any other similar software or program which will result in disqualification.

Entry materials/data that have been tampered, altered, photocopied or mechanically reproduced or from unauthorized channels are not eligible and will be void. Entry into the Sweepstakes constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes. Neither the Sponsor nor its designated agent assumes responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to the implementation of the Sweepstakes. In the event of a dispute as to any registration, the authorized account holder of the email address or the MTN used to register (at time of entry) will be deemed to be the registrant. The "authorized account holder" is defined as the natural person who is assigned a MTN or email address by his/her carrier or an Internet access provider, online service provider or other organization responsible for assigning email addresses as shown on his/her carrier's records for the domain associated with the submitted address. Winner may be required to show proof of being the authorized account holder.

CONSUMER DISCLOSURES: You have not yet won. Ends: ~~9/30/2022 12/18/22~~ **1/2/23**. Prize: One (1) \$1,000 donation to the 501(c)3 non-profit organization that is the employer of the Entrant at the time of their sweepstakes entry. Payable only to a 501(c)3 non-profit organization; prize not payable directly to individual Entrant. One (1) winner will be chosen. Prizes will be fulfilled within 90 days from date of award. Odds of winning depend on number of eligible entries received during the Sweepstakes Entry Period, estimated at 1:30000. **Sponsor:** SSRS, 1 Braxton Way Suite 125, Glen Mills, PA 19342.

SELECTION OF WINNER: Potential winner will be determined in a random drawing from among all eligible entries received during the Sweepstakes Entry Period. The random drawing will be conducted on or about ~~10/3/2022 12/21/22~~ **1/9/23**. The contact information provided at time of Entry will be used to notify potential winners. Sponsor is not responsible for changes to an Entrant's contact information that may interfere with winner notification. Potential winners will be notified by telephone or e-mail and/or mail on or about ~~10/3/2022 12/21/22~~ **1/9/23**. The Sponsor reserves the right to modify the notification procedures in connection with the selection of alternate winners, if any. At Sponsor's discretion, if after 5 attempts a winner is not confirmed, the corresponding prize will not be awarded. The prize is non-transferable. All fees, federal, state, local and income taxes or other expenses relating to the use, misuse, acceptance and possession of prize are the sole responsibility of the winner. Entry and acceptance of prize constitutes permission (except where prohibited by law) to use winner's name, prize won, hometown and likeness/photograph for online posting and promotional purposes without further compensation.

GENERAL & LIMITATIONS OF LIABILITY: Entrants agree to these Official Rules and the decisions of the judges and the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Sweepstakes Entities, as well as the employees, officers, directors and agents of each ("Released

Parties”), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from Entrant’s participation, or from the acceptance and use or misuse of prize, if confirmed as the winner. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, or otherwise, including but not limited to fire, flood, hurricane, 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, or order of any court or other cause, Sponsor shall have the right, to modify, suspend, extend or terminate the Sweepstakes in whole or in part, at any time and without notice or obligation. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Sweepstakes or use, misuse or redemption of any prize.

This Sweepstakes shall be governed by and interpreted under the laws of the State of Pennsylvania, U.S.A. without regard to its conflicts of laws provisions. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies (“Claims”) arising out of or in connection with this Sweepstakes shall be resolved, upon the election by Entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum (“NAF”) or the American Arbitration Association (“AAA”), as selected by the Entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. The arbitrator’s authority to resolve Claims is limited to Claims between Sponsor and Entrant alone, and the arbitrator’s authority to make awards is limited to awards to Sponsor and Entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless

agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. Notwithstanding any other provision in this Official Rules and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of prize. The Sponsor is not responsible for: (i) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (ii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes, or (iii) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes. By participating in the Sweepstakes, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and terminate the /Sweepstakes or the online portion if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or to select winner from among all eligible entries received prior to termination. **LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL & CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

WINNER'S NAME: For the name of the winner (available after ~~11/1/2022~~ 1/15/23 1/31/23) send a stamped, self-addressed envelope by ~~12/1/2022~~ 2/15/23 2/28/23 to: 2022 \$1,000 Donation Sweepstakes Winner (V1009), c/o: SSRS, 1 Braxton Way Suite 125 Glen Mills, PA 19342. Vermont residents, for sweepstakes winner, please send us a letter with request to 2022 \$1,000 Donation Sweepstakes Winner (V1009), c/o: SSRS, 1 Braxton Way Suite 125 Glen Mills, PA 19342.

MAIL PREFERENCE: To opt out of future survey offers from SSRS, please send an email with the subject line "opt out" to info@nonprofit-pen-survey.org