

# Lifeway's Summer Reading Race Giveaway Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**1. Program Description / Eligibility.** LifeWay's Summer Reading Race Giveaway Sweepstakes (the "Sweepstakes") promotion is open only to legal residents of the forty-eight (48) contiguous continental United States and the District of Columbia, between the ages of four (4) and eighteen (18) years of age at the time of entry, whose parent or legal guardian approves participation in this Sweepstakes. Employees and trustees of LifeWay or its affiliates, subsidiaries, members, agents, and advertising or promotion agencies, and members of the immediate families (defined as including parents, spouse, children, siblings, grandparents, and each of their respective spouses) or households (whether related or not) of any of the above, are NOT eligible to participate in the Sweepstakes. Sponsor reserves the right, at any time, to verify Entrant eligibility in any manner it deems appropriate. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and the Sponsors' decisions, which are final and binding in all matters related to the Sweepstakes. This Sweepstakes or any particular rule of the Sweepstakes is void where prohibited by applicable law.

**2. Entry Period.** The Sweepstakes begins on or about 12:00:01 a.m. CST on June 1, 2009, and ends at 11:59:59 p.m. CST on August 31, 2009 ("Entry Period").

**3. How to Enter.** There are two ways to enter during the Entry Period: (a) complete one (1) entry form at a Sponsor store for each book read by the Entrant during the Entry Period, or (b) enter by mail by placing in a #10 business-size envelope with proper postage affixed and mailed to the LifeWay Christian Store at which the Entrant and/or the Entrant's parent or guardian shops (or if the Entrant and/or the Entrant's parent or guardian do not shop at any particular store, then at the LifeWay Christian Store nearest the Entrant's residence) a 3"x4" piece of paper on which you've hand-printed the Entrant's first name, the first and last name of the Entrant's parent or guardian, and the following contact information for either the Entrant's parent or guardian: mailing address, phone number, and email address; in addition the mail in entry should list the title of a book that the Entrant has read or that has been read to the Entrant. Limit one mailed entry per listed book. No purchase necessary. Mailed entries must be postmarked no later than the last day of the Entry Period and must be received by the time of the drawing to be eligible for the drawing.

**4. Winner Selection/Prize(s).** To select the winner, there will be one (1) drawing at each of the Sponsor's participating stores, on September 7, 2009, conducted as follows: On or shortly after noon on the date of the drawing, one (1) winner will be chosen in a random drawing from among all eligible entries received by each Sponsor store by the time of the drawing, to receive the Prize. The Prize Winner at each store will receive the following 8 Prize items (collectively, the "Prize"):

- Character Building 8-DVD Pack
- Faithgirlz! Magazine
- Awesome Words by Edythe Draper
- Holman Illustrated Study Bible for Kids
- Guitar Praise
- Lucy Doesn't Wear Pink by Nancy Rue
- The First Escape by G.P. Taylor
- Always Watching by Brandilynn and Amberly Collins

The value of the Prize is estimated to be \$227. Winner will not receive difference between actual and approximate retail value.

Sponsor will endeavor to notify the Prize Winner by phone or email immediately following the drawing. The Prize Winner has 48 hours from such notification effort to claim the Prize. Failure to claim the Prize within 48 hours of such notice will result in disqualification and Prize forfeiture. All potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Administrator will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. The process will be repeated until the Prize is awarded.

**5. General Conditions.** No responsibility is assumed by Sponsor for lost, late, or misdirected entries or any technical malfunctions that may occur. All entries become the property of Sponsor and will not be returned. Random drawings will be conducted under the supervision of Sponsor, whose decisions are final. Odds of winning a prize depend on the number of eligible entries received. Prizes are not redeemable for cash. No substitution, transfer, or assignment of prize permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value in the event an offered prize is unavailable for any reason. All expenses not specifically mentioned herein are the sole responsibility of each winner. ALL FEDERAL, STATE AND LOCAL INCOME TAXES AND/OR OTHER EXPENSES, DUTIES, FEES, EXCISES OR TARIFFS, IF ANY, NOW OR HEREAFTER IMPOSED, NOT SPECIFICALLY AWARDED HEREIN AS PART OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER AND SAID WINNER WILL BE ISSUED AN IRS FORM 1099 (ALSO SUBMITTED TO THE UNITED STATES INTERNAL REVENUE SERVICE) FOR THE VALUE OF THE PRIZE. If an Entrant changes his or her contact information, it is the Entrant's responsibility to notify the Sponsor of the updated information. Entrants agree to abide by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Sponsor will endeavor to remove disqualifying entries from the drawing pool, but it cannot guarantee that all disqualified entries will, in fact, be removed. This Sweepstakes is governed by the laws of the United States. All federal, state and local laws and regulations apply.

Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed, or similar entry duplication method, and all entries that have been tampered with or altered, mass entries, photocopies or reproductions. Entries that contain errors, are incomplete or are illegible will not be accepted.

If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, or fairness of the Sweepstakes, or if technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor at its sole discretion reserves the right to disqualify any individual involved in such activity and to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the Sweepstakes prizes using all Eligible Entries received as of the termination date/time. Should the Sweepstakes be terminated prior to the stated end date, notice of such termination will be posted on the Sweepstakes Web Site, and Sponsor may proceed to select a winner from among all eligible entries received as of the termination date. Any attempt by an entrant or any other individual to deliberately damage the Web Site or otherwise undermine the legitimate operation of the Sweepstakes is unlawful; and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

FAILURE BY THE WINNER TO COMPLY WITH THESE OFFICIAL RULES IN ANY WAY, AS DETERMINED BY SPONSOR, WILL RESULT IN DISQUALIFICATION AND FORFEITURE OF ALL RIGHTS IN AND TO THE PRIZE.

**6. Verification of Prize Winners and Release.** Except where prohibited, prize winners will be required to execute an affidavit of eligibility and liability/publicity release within seven (7) days following the date of receipt of such form and before receipt or use of the Prize. Non-compliance within this time period will result in disqualification and forfeiture of the Prize, and the Sponsor will proceed to select an alternate winner. Return of any prize or prize notification as undeliverable may result in disqualification and selection of an alternate winner. Each Entrant and Entrant's parent or legal guardian further grant to Sponsor the right to use and publish the Entrant's proper name, hometown and state online and in print in any other media in connection with the contest. Accep-

tion of a prize constitutes permission for Sponsor to use winner's names and likenesses in any format and medium deemed appropriate by Sponsor in its sole discretion for advertising and promotional purposes without additional compensation and without notice unless such use is prohibited by law. By entering, each Entrant and Entrant's parent or legal guardian release and hold harmless Sponsor Entities from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this contest or any prize won. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the registration process or the operation of the Sweepstakes.

**7. Winners List.** A list of winners will be maintained at the offices of LifeWay for 2 years after the conclusion of the Entry Period and the award of prizes applicable to the Sweepstakes won by each winner. Copies of the list and these rules are available upon written request to the Sweepstakes Coordinator, along with a self-addressed postage prepaid (residents of VT need not prepay postage) envelope addressed to you, mailed to the address at which entries are submitted as indicated above. Requests must be submitted not more than sixty (60) days following the date of the drawing.

**8. Disclaimers and Limitations of Liability.** By entering the Sweepstakes, each Entrant and Entrant's parent or legal guardian agree and acknowledge, except where prohibited, (a) to be bound by these Rules and applicable laws, as well as the decisions of Sponsor, which are final and binding in all respects; (b) to waive any rights to claim ambiguity with the Rules and laws; (c) that Sponsor Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, expense, personal injury or death) in connection with or arising from: (i) Entrant's participation in Sweepstakes; (ii) acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of any portion of any prize or participation in any prize related activities, including but not limited to travel associated therewith; (iii) human error; (iv) incorrect or inaccurate transcription of registration information; (v) any technical malfunctions, viruses, bugs, non-authorized interventions, disruptions, deletions, interruptions, failures, omissions or defects of the telephone, mail, software, computer systems, equipment, networks or service providers utilized by the Sponsor; (vi) Entrant's inability to access the website of any Sponsor entity; (vii) any lost, delayed, late, misdirected, illegible, incomplete or postage due entries or mail transmissions, omissions, interruptions, defects; (viii) any other errors or malfunctions, even if caused by the negligence of Sponsor Entities, and/or (ix) the negligence of any other party, including Entrant; and (d) the Sponsor entities make no guarantees, warranties, or representations of any kind, express or implied in fact or in law, with respect to the prize, except as stated in these Official Rules.

Each Entrant and Entrant's parent or legal guardian further agree, except where prohibited, to release and hold Sponsor Entities, administrators, advertising and promotion agencies and prize suppliers and their respective officers, directors, members, trustees, insurers, agents, employees and shareholders (the "Released Parties") harmless from and against any and all rights, claims, causes of action and liability whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including but not limited to invasion of privacy, defamation, portrayal in a false light or death, and property, resulting or arising from, in whole or in part, directly or indirectly, the Sweepstakes, and/or Entrant's entry and/or participation in the Sweepstakes and/or acceptance, possession, use, non-use or misuse of the Prize. Each Entrant and Entrant's parent or legal guardian further agree to release all rights to bring any claim, action or proceeding against any of the Released Parties. Each Entrant and Entrant's parent or legal guardian further hereby also acknowledge that said Sponsor Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may accompany a prize. Sponsor Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor Entities. The Title of this Sweepstakes may change during the Entry Period.

ENTRANT AND ENTRANT'S PARENT OR LEGAL GUARDIAN ALSO FURTHER ACKNOWLEDGE THAT SPONSOR ENTITIES AND PROMOTIONS AND ADVERTISING AGENCIES HAVE NEITHER MADE, NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR THE SWEEPSTAKES.

**9. Dispute Resolution.** Except where prohibited, Entrant and Entrant's parent or legal guardian agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by non-administered mediation or, if necessary, binding arbitration conducted in accordance with the rules of the Institute for Christian Conciliation™ a division of PeaceMaker Ministries (ICC) in Nashville, Tennessee; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but shall not, in any event, include attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant and Entrant's parent or legal guardian hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and Entrant and Entrant's parent or legal guardian further waives 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 the Entrant and Entrant's parent or legal guardian further and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee. 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 such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor and Entrant and Entrant's parent or legal guardian agree that these methods shall be the sole remedy for any controversy or claim arising out of their relationship or this agreement and expressly waive their right to file a lawsuit against one another or any of the Sponsor Entities in any civil court for such disputes, except to enforce a legally binding arbitration decision.

**10. Questions and Removal from Mailing List.** If any person has received an advertisement for this Sweepstakes in the mail, such person has a right to have his or her name removed from LifeWay's Sweepstakes mailing list. Requests to be removed from the Sweepstakes mailing lists can be mailed to the Sweepstakes Coordinator. Sponsor has sixty (60) days to process such requests after receipt. Questions regarding this sweepstakes can be directed to the Sweepstakes Coordinator.

**11. Sponsor.** This sweepstakes is sponsored by LifeWay Christian Resources of the Southern Baptist Convention. Sponsor Entities include LifeWay as well as its members, subsidiaries and affiliates and their insurers, trustees, directors, officers, agents and employees.

**12. Sweepstakes Coordinator.** Amanda Sloan, LifeWay Christian Stores, MSN 169, One LifeWay Plaza, Nashville, TN 37234.