

Find a copy of these Official Rules online at  
<https://www.yearbookavenue.jostens.com/contests-and-awards/>

**JOSTENS, INC.**  
**NATIONAL YEARBOOK WEEK WAY BACK WEDNESDAY SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.**

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK/INSTAGRAM. BY ENTERING, ENTRANTS RELEASE FACEBOOK/INSTAGRAM FROM ANY AND ALL LIABILITY RESULTING FROM THIS PROMOTION.**

- 1. Sponsor:** Jostens, Inc., 7760 France Ave, Suite 400, Minneapolis, MN 55435
- 2. Entry Period:** The Jostens National Yearbook Week Way Back Wednesday Sweepstakes (“Promotion”) begins at 6:00 am Central Time on October 9, 2019 and ends at 11:59 p.m. Central Time on October 9, 2019 (“Entry Period”).
- 3. Eligibility:** Entrants must be, as of the date of entry, (a) a legal resident of the fifty (50) United States or the District of Columbia, (b) age 13 or over and must (c) tag @jostens adviser and staff and hashtag #YearbookLove. All prizes shall be awarded to the school selected by the Potential Winner. All entrants must also be 13 years or older. Anyone between the ages of 13 and 17 or who is under the age of majority in their state, province or territory of residence (a “Minor”) must obtain the permission of his or her parent or legal guardian (“Guardian”) to enter. Directors, officers and employees of Sponsor and its affiliates, parents, subsidiaries and advertising and promotion agencies and their respective immediate families (spouse, parents, siblings and children) and those living in their same households are not eligible to enter or win this Promotion. Entry constitutes entrant’s (or the Guardian’s, in the case of a Minor) full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions. The decisions of Sponsor in regards to all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

**4. How to Enter; Entry Requirements:**

- A. Check out Jostens Way Back Wednesday Daily Challenge posted on Jostens Adviser and Staff Instagram and Facebook pages on or around 6am Central on Wednesday, October 9, 2019 and respond with the appropriate content and tag with @jostens adviser and staff and hashtag #YearbookLove.

Instagram

To enter the Promotion, you must first have the Instagram application downloaded on your mobile device and become a registered user. If you do not have an account you must create one. By submitting your information and creating an account, you agree to the terms of use and privacy notice of Instagram. If you do not agree to these terms of use and privacy notice, you

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cannot create an account, and may not be able to participate in this Promotion. Before entering the Promotion, the “Photos Are Private” option in the account settings on your Instagram account must be set to “OFF”. To be eligible, your entry must adhere to the Instagram Terms of Use (set forth at <http://instagram.com/about/legal/terms>).

B. Unlimited entries. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. The computer clock of the Webmaster hosting the Promotion is the official timekeeping device. Entries received before or after the Entry Period are void. All entries become the property of Sponsor and will not be returned or acknowledged. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

## **5. Selection and Notification of Winner:**

A. One (1) potential prize winner (“Potential Winner”) will be selected in a random drawing on or around October 10, 2019, from among all eligible entries.

B. Potential Winners will be contacted by email, telephone or similar means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as winner. In the event that a Potential Winner does not respond to Sponsor’s initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor’s initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

## **6. Prizes:**

A. The following prize, listed along with its respective approximate retail value (“ARV”), is available to be awarded to the school selected by the Potential Winner:

- i. One (1) Prize consisting of a camera or camera accessories (your choice) and 12 sets of camera tip cards (ARV: \$150.00). The prize is either one or the other, not both camera and camera accessories.

Total ARV: \$150.00.

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B. In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**7. General Conditions:** Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her/its entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant (or the Guardian, in the case of a Minor), by entering the Promotion, agrees (a) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's

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participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize and (b) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use, as applicable, his/her/its name, photograph, likeness, voice, location and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Each entrant (or the Guardian, in the case of a Minor) represents and warrants that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state or local law or rule or any applicable school district/board or school rule or regulation. All taxes on prizes are solely the responsibility of the winner.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

Prizes will only be awarded to the school whose name is on each winning entry or the school selected by the Potential Winner, regardless of other circumstances. In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the email account used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she/it is the authorized account holder.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

**8. Privacy:** Each entrant (or the Guardian, in the case of a Minor) acknowledges and agrees that any information collected in connection with this Promotion may be used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy, available at <http://www.jostens.com/apps/shop/help/shared/privacy.asp>. Any information collected in connection with this Promotion is not provided to Facebook.

**9. Disputes:** Each entrant (or the Guardian, in the case of a Minor) agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than actual 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 entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or

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conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

**10. Winners List:** A list of winners may be obtained by sending a written request along with a self-addressed stamped envelope to Jostens, Inc., Attn: Linda Sue Amundson, 7760 France Avenue South, Suite 400, Minneapolis, MN 55435. Requests must be received by April 11, 2020. A list of winners will also be posted online at <https://www.yearbookavenue.jostens.com/contests-and-awards/> on or around October 11, 2019. Vermont residents may omit return postage.

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