

**OFFICIAL RULES
BOOK SALES BLITZ SWEEPSTAKES**

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

1. **ELIGIBILITY.** The Book Sales Blitz Sweepstakes (“Sweepstakes”) is open to any public or private elementary, middle, or high school located in the fifty (50) United States or the District of Columbia (a “School”). Individuals who may enter on behalf a School must be legal residents of the fifty (50) United States or the District of Columbia, at least the legal age of majority in their state of residence or older at the time of entry, and a School employee in good standing who has authorization from their respective School to enter the Sweepstakes (“School Administrator”). **SCHOOL ADMINISTRATOR IS ENTERING ON BEHALF OF A SCHOOL; NO SCHOOL ADMINISTRATOR WILL WIN A PRIZE.** By entering the Sweepstakes, each School Administrator represents and warrants that they have the right and authority to enter this Sweepstakes on behalf of the School, to disclose the information required by Sponsor (including information relating to the School), and to accept the prize (as set forth below in Section 3, each a “Prize”) for and on behalf of the School. Employees, officers, directors, agents, and representatives of Herff Jones, LLC (“Sponsor”), and each of its parent companies, subsidiaries, affiliates, advertising/promotion/fulfillment agencies, anyone else connected with the production and distribution of this Sweepstakes and their immediate families (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and those living in their same household, whether or not related, are not eligible to enter or win. Sweepstakes is void where prohibited by law. By participating, School Administrator agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor on behalf of him/herself and on behalf of the School, which are final and binding in all matters relating to this Sweepstakes.
2. **TO ENTER.** Between 12:00:01 a.m. Eastern Time (“EST”) on **September 8, 2021** and 11:59:59 p.m. EST on **September 22, 2021** EST (“Enrollment Period”) visit herff.ly/booksalesblitz and complete the Sweepstakes enrollment form, including your full name, email address, telephone number, School and enrollment numbers. Once the Sweepstakes enrollment form is submitted, the applicable Schools will be grouped by size into two (2) groups (each a “Group”) as follows: (i) Schools in Group 1 will have fewer 1,300 students and (ii) Schools in Group 2 will 1,300 or more students. Schools within each Group will be placed into their own drawing.

Then, between 12:00:01 a.m. EST on September 27, 2021 and 11:59:59 p.m. EST on October 9, 2021 EST (“Sweepstakes Period”) there will be two ways to enter into the Sweepstakes:

- A. Enrolled Schools may sell Herff Jones yearbooks through yearbookordercenter.com for their applicable School and will receive one (1) entry per sale (up to a maximum of 1,000 entries). **NOTE: Only yearbook sales made through YearbookOrderCenter.com will be eligible for purposes of receiving entries.**
- B. To receive an entry without selling a yearbook, School Administrator of an enrolled school may print their full name, the School’s name, complete address on a 3" x 5" piece of paper and mail it in a plain business size envelope to: Attn: “Book Sales Blitz” Herff Jones, LLC, 4625 W 62nd St, Indianapolis, IN 46268. Each entry must be in a separate postmarked outer envelope. Mail-in entries must be postmarked by October 10, 2021 and received by October 18, 2021. Entries become property of Sponsor and none will be returned.

Limit: one thousand (1,000) entries per School.

3. **PRIZE DETAILS AND RELATED TERMS.** Two (2) Schools in each Group will win one of the following prizes (each a “Prize”):
 - a. **First Place Prize:** One (1) hour virtual consultation with a Herff Jones professional (ARV: \$200)
 - b. **Second Place Prize:** One (1) prize pack consisting of Herff Jones yearbook merchandise the selection of which shall be in Sponsor’s sole and absolute discretion (ARV: \$100)

TOTAL ARV OF ALL PRIZES: USD \$600. Limit: One (1) Prize per School.

4. **ODDS.** Odds of winning depend on the number of eligible entries received per Group.

5. **AWARDING OF PRIZES.** On or about October 19, 2021, Sponsor will conduct a random drawing from among all eligible entries received for each Group. Prizes will be awarded to the School for which the corresponding School Administrator entered, not the School Administrator who submitted the entry. The Sponsor's decisions will be final in all matters relating to this Sweepstakes. The School Administrator of each potential winning School will be notified by E-mail on or about October 20, 2021. If a potential winning School is found not to be eligible or the applicable School Administrator was not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the potential winning School may be disqualified in Sponsor's sole and absolute discretion. In the event that a potential winning School is disqualified for any reason, Sponsor reserves the right to award a Prize to an alternate School. The School Administrator of the potential winning School may be required to sign an affidavit of eligibility (which affirms that he/she has complied with these Official Rules) as well as a liability release, and where legal, a publicity release, each of which, if issued, must be completed, signed, and returned within fourteen (14) days from date of issuance, or the Prize may be forfeited. If any Prize, Prize notification or attempted notification is returned as undeliverable, the Prize may be forfeited. Except where prohibited, acceptance of a Prize constitutes each School Administrator's and School's consent to use of (i) the School name, photograph and logo, and (ii) his/her name and/or photograph without further compensation for advertising, promotional and publicity purposes by Sponsor and on a publicly available winner's list. By accepting a Prize, each School Administrator acknowledges compliance with these Official Rules. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of School Administrator.

Prize is non-transferable. No cash redemption or Prize substitution allowed by any winner, except at the sole discretion of the Sponsor. Limit one (1) Prize per School. School Administrator must accept Prize on behalf of the winning School as stated by Sponsor. ARV is as of date of printing of these Official Rules based on available information provided to Sponsor and the value of any Prize awarded to a winning School may be reported for tax purposes where required by law. Any difference between the actual value of the Prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded. Sponsor reserves the right to substitute a Prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor.

6. **USE OF DATA.** Personally identifiable information that is submitted by School Administrator as part of this Sweepstakes will be used to administer the Sweepstakes, select & announce the winning Schools, and fulfill the Prizes, and will be treated in accordance with Sponsor's privacy policy, accessible on its website at https://www.varsitybrands.com/privacy_policy. Winner also agrees that winner's name and their applicable School may be included on a publicly available winner's list.
7. **TAXES.** Any valuation of the Prizes stated above is based on available information provided to the Sponsor. The value of the Prizes will be taxable to winning Schools as income. All federal, state, and local taxes and any other costs and expenses associated with the acceptance and/or use of Prizes not specifically provided for in these Official Rules are solely each winning School's responsibility. Winning Schools are solely responsible for reporting and paying any and all applicable taxes. School Administrator, on behalf of winning School, must provide the Sponsor with valid identification and a signed IRS Form W-9 (to the extent requested by Sponsor) before any Prize will be awarded. United States residents that win \$600 or more in Prizes will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. You must contact your own tax advisor for any questions concerning taxes.
8. **OTHER CONDITIONS.** These Official Rules are final and binding in all respects and are subject to all federal, state and local laws and regulations. Sponsor reserves the right, at its sole discretion, to cancel, modify, or suspend this Sweepstakes or any portion hereof, or to disqualify any School Administrator and/or School implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by School Administrator and/or School, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries/recording of eligible yearbook sales, or (c) the Sweepstakes is otherwise not capable of running as planned by Sponsor. In the event of modification or suspension, Sponsor shall award the Prize(s) to School Administrator on behalf of the winning Schools to be selected in random drawings from among the remaining uncorrupted eligible entrants. By

entering, School Administrator on behalf of him/herself and on behalf of the School agrees to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, suppliers and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions, and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any Prize or participation in any Sweepstakes-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry or eligible yearbook sales to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) eligible yearbook sales which are late, lost, stolen, damaged, illegible, unintelligible, misdirected, mutilated, incomplete and/or postage due (or any combination thereof). The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. Any School Administrator who attempts to tamper with this Sweepstakes in any way shall be disqualified, including their School. In the event of dispute as to who submitted an online enrollment, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply. This Sweepstakes is in no way sponsored, endorsed, administered by or associated with any brand, supplier, manufacturer, retailer, or other entity associated with any Prize.

9. **LIMITATION OF LIABILITY AND RELEASE**: By entering the Sweepstakes, each School Administrator on behalf of him/herself and on behalf of the School agrees (and agrees to confirm in writing): (a) to waive any and all claims against Released Parties, with regard to losses or injuries of any kind resulting or relating to participation in the Sweepstakes, acceptance/possession/use and/or misuse of the Prize, printing, mailing or distribution errors, or tampered, garbled, incomplete, lost, stolen or late illegible entries; (b) to indemnify, release and hold harmless Released Parties from any and all liability, for any damages, injuries, or losses of any kind to person(s), including death, or injury to person or property, arising directly or indirectly from the acceptance, possession, misuse or use of a Prize or his/her participation in this Sweepstakes or any Sweepstakes-related activity; and (c) to indemnify, release, and hold harmless Released Parties from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorney's fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach of any of School Administrator's representations, warranties or obligations herein. Each School Administrator hereby acknowledges that the Released Parties 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 any of the Prizes (or any components thereof). Any and all warranties and/or guarantees on a Prize (if any) are subject to the respective manufacturers' terms therefore, and School Administrators and/or any other representative of a winning School agree to look solely to such manufacturers for any such warranty and/or guarantee.
10. **DISPUTES; CHOICE OF LAW**. Except where prohibited, each School Administrator on behalf of him/herself and the applicable School agrees that: (i) all issues and questions concerning these Official Rules shall be governed by Indiana law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Sweepstakes or any Prize awarded shall be (A) resolved individually, without resort to any form of class action; and (B) filed only in the state or federal courts situated in Marion County, Indiana, and each School Administrator hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (iv) under no circumstances will any School Administrator or School be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

11. **WINNER(S) LIST**. For a list of the winning Schools (available after 11/15/2021), send a self-addressed, stamped envelope for receipt by 12/20/2021 to: Attn: “Book Sales Blitz” Herff Jones, LLC, 4625 W 62nd St, Indianapolis, IN 46268.

12. **SPONSOR**. Herff Jones, LLC, 4625 W 62nd St, Indianapolis, IN 46268.

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