

Find a copy of these Official Rules online at www.schoolannual.com/rules

**SCHOOL ANNUAL BY JOSTENS®
BACK TO SCHOOL GIVEAWAY 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. BY ENTERING, ENTRANTS RELEASE FACEBOOK FROM ANY AND ALL LIABILITY RESULTING FROM THIS PROMOTION.

- 1. Sponsor:** Jostens, Inc., 7760 France Avenue South, Suite 400, Minneapolis, MN 55435 and Newell Brands, Inc., 221 River Street, Hoboken, NJ 07030-5891 (collectively, “Sponsors”).
- 2. Entry Period:** The School Annual by Jostens® Back to School Giveaway Sweepstakes (“Promotion”) begins at 12:00 a.m. Central Time on August 30, 2018 and ends at 11:59 p.m. Central Time on September 5, 2018 (“Entry Period”).
- 3. Eligibility:** Entrants must be, as of the date of entry, (a) a legal resident of the fifty (50) United States (including the District of Columbia), (b) age 13 or over, and (c) a follower of @SchoolAnnual on Facebook. 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 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. There are two (2) ways to enter this Promotion:

i. Entry via Facebook

- Visit www.facebook.com/SchoolAnnual, or from your Facebook home page, click on the search tab and perform a search for School Annual;
- “Like” the @SchoolAnnual Facebook page (www.facebook.com/SchoolAnnual); and
- “Like” the Back to School Giveaway post posted on August 30, 2018

ii. Entry via Email

Send an email with subject line “Back to School Giveaway Sweepstakes” to yearbook@schoolannual.com during the Entry Period and you will receive one (1) entry in the Promotion. The email must include Entrant’s name, email address and phone

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number.

B. Limit one (1) entry per entrant. Multiple entries from any entrant and/or duplicate entries will be deemed automatically void. If it is discovered that any person has submitted multiple entries (including, but not limited to, through the use of multiple Facebook accounts) and/or duplicate entries, only the first entry will be counted, and all other entries will be deemed automatically void. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. The computer clock of Jostens hosting the Promotion is the official timekeeping device. 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. Three (3) potential winners (collectively, “Potential Winners”) will be selected in a random drawing on or around September 7, 2018, from among all eligible entries.

B. Potential Winners will be contacted through social media (Facebook) or by email 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. There are three (3) prize packs (“Prize Packs”) available to be awarded. Each Prize Packs consists of one (1) Contigo® AutoSeal® Cortland Water Bottle, one (1) Paper Mate® Clear Point 6 pack, and one (1) Sharpie® Cosmic Color 5 count marker set and a Pink Pearl Large Eraser (ARV for each Prize Pack: \$28.69).

Total ARV of all three (3) Prize Packs: \$86.07.

Contigo®, AutoSeal®, Paper Mate®, Sharpie® and Coleman® are trademarks of Newell Brands, Inc.

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.

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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 any reason or through the 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, 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 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

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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.

Entrants represent and warrant 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.

All entries must be submitted in the name of an individual, and prizes will only be awarded to the individual whose name is on each winning entry, 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 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.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

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: Entrants acknowledge and agree 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 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 conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of

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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 will be posted online at @SchoolAnnual Facebook page and schoolannual.com/winners on or around September 7, 2018.

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