



Terms & Conditions
Follett “Bank 4 Break Sweepstakes” Official Rules

NO PURCHASE OR SMS SIGN-UP NECESSARY TO ENTER OR WIN.

A PURCHASE OR SMS SIGN-UP DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

WINNER(S) MAY BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR (DEFINED BELOW) ACCORDING TO THESE OFFICIAL RULES AND NOTICE(S) FROM SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION).

BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility

In order to participate in the “Bank 4 Break Sweepstakes” (the “Sweepstakes”), you must be (as of the beginning of the Promotion Period): **(a)** a legal resident of the 50 United States or the District of Columbia (“D.C.”); and **(b)** 17 years of age or older; and **(c)** enrolled on a full-time or part-time basis at a college or university where Follett Higher Education Group manages the bookstore. Employees of Follett Higher Education Group, Inc. (“Sponsor”), participating college or university bookstores, and each of their affiliated and subcontracted companies, as well as the immediate family members of each, or persons living in the same household of such employees are not eligible. For the purpose of this Sweepstakes, immediate family members are defined as spouse, partner, parent, legal guardian, in-law, grandparent, sibling, children and grandchildren. Void outside the US and where prohibited by law. By participating, or attempting to participate, in the Sweepstakes, participants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

2. Promotion Period

Sweepstakes begins at 8:00am Central Time (“CT”)-US on February 27, 2023 and ends at 11:59pm CT-US on March 10, 2023 (the “Promotion Period”).

3. How To Enter

There are two (2) ways to enter the Sweepstakes during the Promotion Period: Promotional Website Registration and Mail-in Entry:

- A. **Promotional Website Registration:** During the Promotion Period, Sponsor will provide links to the Promotional Website Pop Up Page via email, participating college or university bookstore websites, digital advertisements, and in-store signage. Eligible participants may click on the provided links to be directed to the Promotional Website Pop Up Page or they may scan the provided QR Code to receive a text message with a link to the Promotional Website Pop Up Page. Once at the Promotional Website Pop Up Page, participants will be required to submit their mobile phone number - to receive one (1) entry into the Sweepstakes drawing. Limit one (1) entry over the course of the Promotion Period per person, mobile phone number, email address, immediate family or household address. Subsequent entries received during the Promotion Period from any person or household address after the first entry received from that person or household address will be void. All entries must be received by 11:59pm CT-US on March 10, 2023 to be eligible. **More on Promotional Website Pop Up Page Entry:** You must have a valid mobile phone number and be a wireless service subscriber with text messaging functionality to enter via the Promotional Website method of entry. Please note that your cellular service provider may charge you standard text messaging charges for each text message you send and receive on your cellular phone in connection with providing your mobile phone number in this Sweepstakes. Please consult your cellular service provider regarding their pricing plans. Check your phone capabilities for specific instructions. By submitting this form, you have expressly consented to receive up to 5 autodialed and recurring text messages/week with marketing, shopping cart reminders and other messages from your campus store. View our [Terms of use](#) and [Privacy Policy](#). Text **STOP** to **74338** to opt out. Text **HELP** for help. Consent is not required as a condition of participation in the Sweepstakes. Consent will not improve or impact your chances of winning in any manner. Message & Data Rates May Apply.
- B. **Mail-In Entry:** To enter without providing your mobile phone number, eligible participants can submit one (1) Sweepstakes entry via the mail. To receive one Sweepstakes entry into the Sweepstakes drawing, print or type your name, complete mailing address, college or university you attend, phone number, date of birth, email address (if available) on a 3" x 5" piece of paper, insert the paper into a stamped #10 envelope and mail it to "Bank for Break Sweepstakes Entry" PO Box 11508, Bozeman, MT 59719-1508, postmarked by March 10, 2023 and received by March 17, 2023. Sweepstakes Sponsor is not responsible for lost, late, stolen, misdirected, incomplete, illegible, damaged or postage-due Sweepstakes entries.

As a condition of entering the Sweepstakes, each entrant (and their parent or legal guardian if entrant is a minor in his/her state or jurisdiction) gives consent for Sponsor and its representative to obtain and deliver his or her name, email address, and other information to a Sweepstakes Administrator for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules.

4. Prizes/Approximate Retail Value ("ARV"):

Gift Card Prizes (10): Each Gift Card prize consists of one (1) \$500 Visa gift card. Gift card is subject to the terms and conditions of the issuer. Approximate retail value of each Gift Card Prize is \$500. Approximate retail value of all available prizes is \$5,000.

Odds of winning a prize depend on the number of valid Sweepstakes entries received over the Promotion Period. No substitution of prizes will be allowed except by Sponsor in its sole discretion, including, without limitation, due to prize unavailability. Any participant who is notified that he/she has

won a prize is deemed to be a potential winner until such time as Sponsor determines that the participant is eligible to win in accordance with these Official Rules. Potential winner may be required to present a current, valid student identification for a participating college or university and current class schedule as a condition of prize award.

5. Drawing/Winner Notification

On or about March 24, 2023, a random drawing will be conducted by an independent party from among all valid entries received over the course of the Promotion Period. All decisions shall be final and binding in all respects. The Potential Prize winners will be notified within approximately forty-eight (48) hours of the drawing. Sponsor or Sponsor's representative will attempt to notify the potential winner using the contact information provided upon their sweepstakes entry and he/she will be required to provide his/her complete name and mailing address to Sponsor upon notification. The Potential Prize Winner must reply to the prize notification within forty-eight (48) hours of attempted notification. A Potential Prize Winner may be disqualified, and an alternate winner will be selected if potential winner fails to reply within forty-eight hours. All Potential Prize Winners may be required to sign an Affidavit of Eligibility/Release of Liability/Publicity and Advertising Consent and Release (except where prohibited by law) and such other documents reasonably required by Sponsor. All such documents must be signed and returned within ten (10) days of notification or prize will be forfeited.

Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind. Participants (or participant's parent or legal guardian if participant is a minor in his/her state or jurisdiction) agree that Sponsor is not responsible, and may disqualify an entrant, if his or her email address or telephone number or other contact information does not work or is changed without entrant giving prior written notice to Sponsor.

6. Conditions of Participation, Limitation of Liability & Certain Restrictions

The participant is solely responsible for registering for the Sweepstakes, for participating in the Sweepstakes during the Promotion Period, and for replying to a prize notification email or phone call within forty-eight (48) hours if selected as a prize winner. Prizes may not be transferred, assigned or redeemed for cash. Prize winner (or prize winner's parent or legal guardian if prize winner is a minor in his/her state or jurisdiction) may – in Sponsor's sole discretion - be required to agree to additional terms and conditions related to eligibility, release of liability, and Sponsor's use of winner's name and/or likeness for publicity, advertising and promotional purposes, without compensation (unless prohibited by law) as part of the prize claim process. Noncompliance may result in disqualification. Taxes on the prize, if any, are the sole responsibility of the winner. Acceptance of prize constitutes permission to the Sponsor to use winner's name and/or likeness for purposes of advertising and promotion without additional compensation, unless prohibited by law. All entries become the property of Follett Higher Education Group and will not be acknowledged or returned. By participating, Sweepstakes participants (or participant's parent or legal guardian if participant is a minor in his/her state or jurisdiction) acknowledge compliance with these Official Rules, including all eligibility requirements. By participating, entrants (or entrant's parent or legal guardian if entrant is a minor in his/her state or jurisdiction) agree to release and indemnify Sponsor, its affiliates, subsidiaries, divisions, wholesalers, retailers or distributors or advertising and promotion agencies as well as their officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, or other harm or loss of any nature

whatsoever caused or contributed to by participation in the Sweepstakes, any of the prizes awarded in the Sweepstakes and/or in connection with the awarding, receipt and use or misuse of prize, and/or claims based on publicity rights, defamation or invasion of privacy. Released Parties are not responsible for misdirected, late, lost, delayed, inaccurate, damaged, illegible, incomplete, undelivered or stolen entries, the announcement of prizes or in any Sweepstakes-related materials. Sponsor or Administrator reserves the right to cancel or modify the Sweepstakes if fraud or any other factor beyond their reasonable control impairs the integrity of the Sweepstakes, as determined by Sponsor or Administrator in its sole discretion. In such event, Sponsor or Administrator reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor or Administrator reserves the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of these Official Sweepstakes Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Sweepstakes or these Official Rules. If Sponsor determines at any time in its sole discretion that the winner or potential winner is disqualified, ineligible, in violation of these Official Rules, Sponsor reserves the right to disqualify that winner or potential winner, even if the disqualified winner or potential winner may have been notified or displayed or announced anywhere. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If any person supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize, Sponsor may disqualify that person and seek damages from him or her and that person may be prosecuted to the full extent of the law.

7. Disputes/Governing Law

By participating, each entrant agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize (if awarded to him/her) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in Cook County, Illinois, and litigation and/or trials will be decided solely by a judge. ENTRANT WAIVES TRIAL BY JURY IN ANY SUCH ACTION(S); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Illinois.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

8. Sweepstakes Privacy Policy

By entering, entrants specifically acknowledge and agree that Sponsor may utilize information obtained from entrant in order to contact entrant and/or to offer their products or services or for other promotional purposes, including online announcements and as otherwise permitted in their privacy policies. For further information, please refer to Sponsor's Privacy Policy at <https://follett.com/policies/>. By accepting a prize, entrant/winner specifically acknowledges and agrees that Sponsor and/or their designees is permitted to use the winner's name, address, photograph, testimonial or other likeness and/or prize information for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, to the winner to the extent permitted by law.

9. Winner's List

To receive name and city / state of residence of the prize winner, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "Bank For Break Winner's List", PO Box 11507, Bozeman, MT 59719-1507. All requests must be received by April 30, 2023.

10. Sponsor

Follett Higher Education Group, LLC. 3 Westbrook Corporate Center, Suite 900 Westchester, IL 60154 USA.