

## **SONG DOWNLOAD SWEEPSTAKES**

### **OFFICIAL RULES**

## **NO PURCHASE OR DONATION IS NECESSARY TO PLAY.**

A PURCHASE OR DONATION DOES NOT AFFECT THE PROSPECTS FOR WINNING A PRIZE.

**PROMOTION DESCRIPTION:** Song Download Sweepstakes is an in-store promotion taking place at this Merchant location (the “Sponsor”). The Sweepstakes is sponsored by and benefits this Merchant, and, if applicable, one or more charities. The Sweepstakes begins January 1 of each year, and ends when the supply of promotional entries is exhausted, or at 11:59:59 p.m. on December 31 of each year, whichever occurs first. The number of prizes available at the beginning of the sweepstakes will change as the promotional entries are played by participants and prizes are awarded. Any customer may reveal at the cash register the amount, if any, of prizes won, or the customer may use an optional computer program with entertaining game theme displays at a Participant Terminal (PT) to reveal the value of any applicable prize(s) assigned to each of the promotional entries. Prior to the beginning of the sweepstakes the finite set of sweepstakes results is generated by a Server Computer and securely stored. When the sweepstakes begins, the promotional entries are drawn, delivered to the participant, and the value of any applicable prize is revealed using one of the methods described below. A player does not have to match numbers or symbols that are randomly drawn. There are no symbols on the entries. The entry contains only the value of any applicable prize assigned to the entry. Further, prizes are not awarded on the basis of numbers or symbols conforming to randomly selected numbers or symbols. A customer who wins should claim the prize from the Merchant’s attendant.

1. **HOW TO OBTAIN ENTRIES:** Participants receive one-hundred promotional entries/electronic tokens with (1) the retail purchase of a song download credit for one dollar; or (2) making a one dollar donation to the charity chosen by the Sweepstakes distributor and/or Sponsor. Entries may also be obtained by one of the alternate methods of entry without a purchase or donation described below. The sweepstakes does not differentiate between sweepstakes promotional entries received with a purchase or donation from those granted by request with no purchase or donation. All promotional entries, whether received with or without a purchase or donation have the same prospects for winning applicable prizes. Though the credits for song downloads have cash value, the accompanying promotional sweepstakes entries have no cash value and may not be redeemed for anything except the prize assigned to the entry, if any. Prizes are expressed as cash. Prizes will be redeemed by an attendant at this Sponsor location only. Song download credits purchased may be redeemed online at any time and location at URL <http://www.lucky7downloads.com>.

2. **NO PURCHASE OR DONATION NECESSARY:** Entry is made either with a promotional entry accompanying the purchase of song download credits or service, by donation, or by the following two methods without donating or purchasing a product: (a) For in-store

promotional entries, go to the Sponsor and request 100 promotional entries / tokens without a purchase or donation, complete the request form and receive an entry. In-store promotional entries without a purchase or donation are limited to one request per person per day; or (b) To receive a promotional entry by mail, hand write your request, including your name, address, city, state, ZIP code, email address and telephone number. Mail this request, along with a self-addressed stamped envelope (SASE) to:

Lucky 7 Downloads LLC  
Song Download Sweepstakes Free Entry Request  
P.O. Box 1628  
Round Rock, Texas 78680

Each request for a promotional entry code must be mailed in a separate outer envelope. No mechanically reproduced or photocopied requests for entries will be accepted. There is no limit on the number of requests for free entries by mail. Allow 21 days for receipt of your entry code. A free entry will be returned in the SASE provided by the requestor. All free entries must be revealed at a Merchant location where the participant has an existing sweepstakes account to determine if the entry is a winner. Sponsor and its advertising and promotions agencies are not responsible for lost, late, illegible, misdirected, damaged, incomplete, incorrect, postage due requests, delayed mail delivery, lost or stolen entries, or problems of any kind whether mechanical or human. Sweepstakes entry requests are the property of Sponsor and will not be returned.

3. **ELIGIBILITY:** The sweepstakes is open only to U.S. residents at least eighteen years of age, and is void where prohibited, or as restricted by law. Employees of this Merchant location, Sponsor and its affiliates, advertising and promotional agencies are not eligible. All federal, state, and local laws and regulations apply. If you do not agree to the Rules in their entirety, you are not permitted to enter the promotional sweepstakes.

4. **REVEALING ENTRIES:** The sweepstakes does not differentiate between sweepstakes entries granted through a song download purchase or donation from those granted by request with no purchase or donation. All promotional entries, whether received with or without a purchase or donation, have the same prospect for winning any applicable prize. The sweepstakes provides two methods for revealing the amount of the prize winnings, if any. Neither the method nor game theme display chosen to reveal entries, nor the number of entries chosen to be revealed, increases or decreases your prospects for winning any applicable prize. One method utilizes the entertaining video game theme displays, and the other does not.

(a) The participant may choose to open and reveal the entries without engaging any of the game themes by using the *Instant Reveal* feature on the PT. Ask a knowledgeable Merchant staff member how this is done.

(b) Participants may choose to open and reveal the entries by using the computer game theme displays, which are an entertaining method of incrementally revealing the awarded prize amount.

If a participant opens more than one entry at once, the prize won on each individual winning entry is shown and the cumulative total is shown if the participant had more than one winning entry among the entries opened. There are a finite number of entries in the Sweepstakes.

Prospects for winning sweepstakes entries are the same for all game themes. The game theme selected does not affect or determine the value of any applicable prize.

5. **THE ROLE OF THE GAME DISPLAYS:** The game theme display plays no role in determining the amount or type of prize applicable (or not) to an entry. There is no relationship between the values shown on the game theme display and the value assigned to an entry. The number and type of prizes assigned to each promotional entry was assigned before the sweepstakes began and cannot be changed or modified.

6. **CLAIMING A PRIZE:** All prizes are subject to verification by the Merchant's knowledgeable attendant. Prizes are not transferable, and no substitution of prizes is permitted. Prizes awarded from malfunction of games are not redeemable. Any discrepancy arising from entry in the sweepstakes shall be determined by Sponsor and all decisions are final. No responsibility is assumed for lost, late, illegible, or misdirected mail. Verification and payment of prizes may take time (e.g., 72 hours or more), and are contingent upon the participant's compliance with these rules and with applicable federal, state and local laws. Winning game entries will not be returned. Prize winners agree to the use of their name, address, and photograph for publicity purposes without compensation, as a condition of obtaining any applicable prize.

7. **TAXES:** All federal, state, and local taxes on prizes are the sole responsibility of prize winners.

8. **GENERAL CONDITIONS:** Participants 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. All federal, state and local laws and regulations apply. Neither Sponsor nor any service providers are responsible for, and shall not be held liable for, incorrect or inaccurate entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, or computer equipment or software, or any printing, mechanical, or other error or irregularity. If for any reason, including but without limitation, fraud, tampering, technical failures, malfunctions, printing, mechanical or any other factor the Sponsor believes in its sole discretion the integrity of the Sweepstakes is impaired, the Sponsor, may in its sole discretion cancel, terminate, modify or suspend the Sweepstakes in whole or in part. Sponsor may disqualify anyone it finds or suspects of tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in a disruptive manner. **ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY PARTICIPANT TERMINAL, SERVER, CASHIER TERMINAL, OR ANY OTHER EQUIPMENT, OR TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COULD RESULT IN CIVIL ACTION AND/OR CRIMINAL PROSECUTION TO THE FULLEST EXTENT BY LAW.**

9. **LIMITATION OF LIABILITY:** By participating in the Sweepstakes, Participants agree to release and hold harmless Sponsor, its directors, officers, employees, distributors, representatives, agents and its affiliates, advertising and promotion agencies, and those associated with the development, distribution or implementation of this Sweepstakes, including but not limited to, Sweepstakes System manufacturers, suppliers, and distributors (collectively

“Service Providers”) and each of their respective directors, officers, employees, representatives and agents (collectively, the 'Released Parties') from and against any claim or cause of action arising out of or in connection with this Sweepstakes or acceptance, or participation in or inability to participate in Sweepstakes or use of or inability to use any prize including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional, unauthorized human intervention in the Sweepstakes, technical errors related to computers, servers, providers, or telephone or network lines; printing errors; errors in the administration of the Sweepstakes or the processing of entries whether under a theory of contract, tort (including negligence), warranty or other theory. Participant further agrees that in any cause of action, Sponsor’s liability is limited to the amount paid for song download credits or donated by Participant, and in no event shall Sponsor be liable for incidental or consequential damages. Participant waives the right to claim any damages and/or attorney's fees whatsoever against the Released Parties, including, but not limited to punitive, consequential, direct, or indirect damages. Participant agrees that Texas law shall govern and any cause of action shall be resolved individually, without resort to any form of class action, exclusively by the Texas state courts and/or federal courts located in Austin, Texas.

10. DISCRETIONARY ENTRY: Participation in the Song Download Sweepstakes is discretionary. The purchase of a product or donation is NOT required to enter the sweepstakes.

**THESE RULES AND REGULATIONS GOVERN ALL ASPECTS OF PARTICIPATION AND THE AWARD OF PRIZES IN THE SONG DOWNLOAD SWEEPSTAKES.**

**PARTICIPATION IN THIS SWEEPSTAKES CONSTITUTES PARTICIPANT’S FULL AND UNCONDITIONAL ACCEPTANCE OF THESE OFFICIAL RULES.**