St. Jude Buzz Day Giveaway Official Rules

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

1. Eligibility: St. Jude Buzz Day Giveaway (the "Sweepstakes") is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least thirteen (13) years old at the time of entry. Employees of Domino's National Advertising Fund Inc. ("Sponsor"), Domino's Pizza LLC, American Lebanese Syrian Associated Charities, Inc., the fund-raising organization that supports St. Jude Children's Research Hospital ("St. Jude Children's Research Hospital"), ePrize, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Domino's National Advertising Fund Inc., 30 Frank Lloyd Wright Drive, Ann Arbor, MI 48106. **Administrator**: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Sweepstakes begins on November 25, 2013 at 12:00 a.m. Eastern Time ("ET") and ends on November 26, 2013 at 2:59 a.m. ET (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: To enter via Twitter or Facebook, you will need a Twitter or Facebook account (herein referred to as an "Account"). If you don't already have an Account, you may create one by visiting <u>www.twitter.com</u> or <u>www.facebook.com</u>. Accounts are free, but are subject their respective Terms of Service (<u>http://twitter.com/tos</u> or <u>http://facebook.com/legal/terms</u>). There are two (2) ways to enter the Sweepstakes:

- a. Enter via Twitter: During the Promotion Period, log in to your Account and follow @Dominos. Then, Tweet to @Dominos and include the hashtag "#ThanksAndGiving" and state what you are thankful for this holiday season (herein referred to as your "Entry"). By completing these actions you automatically will receive one (1) entry into the Sweepstakes.
- **b.** Enter via Facebook: During the Promotion Period, log in to your Account and visit Domino's® Facebook page at <u>www.facebook.com/dominos</u>. Comment on the "St. Jude Thanks and Giving" post with a comment that states what you are thankful for this holiday season (herein referred to as your "Entry"). You automatically will receive one (1) entry into the Sweepstakes.

While the Entry must be in compliance with these Official Rules, its actual content will not impact your chances of winning. An Entry may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, Administrator or any other person or party affiliated with the Sweepstakes, or contain material that is unlawful in any way. Sponsor reserves the right to remove any Entry that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. If you post updates to or receive updates via your wireless phone, message and

data rates may apply. Please consult your wireless-service provider regarding its message and data pricing plans. All Terms and conditions of Twitter and Facebook apply.

Limit: You may enter one (1) time during the Promotion Period regardless of method of entry. Multiple entrants are not permitted to share the same Twitter username or Facebook account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Twitter usernames, Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the Account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. Drawings: Administrator is an independent judging organization, whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period on or around November 26, 2013. Each potential winner will be notified via the Account used to enter the Sweepstakes on or around November 26, 2013. Potential winners will be provided with additional steps and prize claim instructions in order to claim their prize. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted or fails to provide any other requested information within the required time period, or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will attempt to award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 1-2 weeks after the conclusion of the Sweepstakes.

6. Prize: <u>FIFTY (50) GRAND PRIZES</u>: A \$50 Domino's® electronic gift code. Terms and conditions of Domino's® electronic gift codes apply.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person.

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Domino's Pizza LLC, St. Jude Children's Research Hospital, Facebook, Inc., Twitter, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph,

voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this 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 criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) technical failures on the part of the Facebook or Twitter platforms; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the

application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <u>http://www.eprize.com/privacy-policy</u> and Sponsor's Privacy Policy <u>https://order.dominos.com/en/pages/content/content.jsp?page=privacy</u>.

13. Winner List: For a winner list, visit <u>http://bit.ly/1cHWOgV</u>. The winner list will be posted after winner confirmation is complete.

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