"Shop Local 2019" Promotion

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AGE EIGHTEEN (18) OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. U.S. LAW GOVERNS THIS PROMOTION.

- by Straus Newspapers, Inc. Media-Manhattan, LLC ("Sponsor"). The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older as of the time of entry. Employees of Straus Newspapers, Inc., Straus Media-Manhattan, Votigo or any of their parent companies, subsidiaries, affiliates or advertising or promotion agencies, and members of the household (whether related or not) or immediate family of any such employee, are not eligible. Any person who has been selected as a prize winner and agreed to accept such prize in any sweepstakes or contest sponsored by Sponsor during the six (6) month period immediately preceding the start date of the entry period of this Sweepstakes is ineligible to win a prize in this Sweepstakes. Void where prohibited by law.
- 2. ENTRY PERIODS: The Promotion consists of a series of nine (9) separate sweepstakes (each a "Sweepstakes"). Each Sweepstakes will be conducted separately and will have its own entry period (each an "Entry Period"), but for convenience, the terms and conditions applicable to each of the Sweepstakes are set forth in these Official Rules. The Entry Period for the first Sweepstakes begins at 12:01am Eastern Standard Time (EST) on Thursday November 1, 2019 and ends at 11:59pm EST on Monday November 5. 2019 Thereafter, each subsequent Entry Period will begin at 12:01 EST on Thursday and end at 11:59 EST on the subsequent Monday, with the final Entry Period beginning on Thursday, December 27 and ending at 11:59pm EST on Monday December 31, 2019.
- 3. HOW TO ENTER: There are two methods of entry. Submit a copy of a receipt from an advertiser that ran in print or online in one of the following publications: The Advertiser-News (North), The Advertiser-News (South), The Sparta Independent, The Township Journal, The Warwick Advertiser, The Photo News, The Chronicle, The West Milford Messenger or The Pike County Courier between November 1 and December 31. Submissions can be made online by visiting https://strausnews.votigo.com/fbcontests/profiletab/ReceiptSweepstakes, or by mail.

You may also enter without making a purchase by writing your name, address, e-mail address, telephone number and the name of one of our advertisers appearing between November 1 and December 24 on a piece of paper or postcard. All mailed entries should be sent, with first-class postage affixed, to: Straus News, 20 West Ave., Chester, NY 10918. Mailed entries must be postmarked before the end of the Entry Period to the address and must be received within two (2) days after the last day of that Entry Period. Online Entry: To enter a Sweepstakes online, during the applicable Entry Period, visit the website located at

https://strausnews.votigo.com/fbcontests/profiletab/ReceiptSweepstakes (the "Website") and follow the on-screen entry instructions. Each online entrant will be

- required to submit his or her receipt and his or her name and e-mail address and such other information as Sponsor may require. Each local receipt should be a separate entry. Each online entry must be submitted and received by Sponsor by the end of the applicable Entry Period. During each Entry Period, one (1) entry will be selected at random from those submitted to the sweepstakes website or mailed to Sponsor.
- **4.** General Entry Terms and Conditions: Entry times will be determined using Sponsor's computer located at Rackspace and Votigo, which will be the official clocks for the Promotion. Normal time rates, if any, charged by the entrant's Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.
- 5. WINNER SELECTION AND NOTIFICATION: With respect to each Sweepstakes, shortly after the conclusion of each Entry Period, one potential winner will be selected in a random drawing from among all eligible entries received with respect to that Entry Period. The odds of winning will depend on the number of eligible entries received during the Entry Period for the pertinent Sweepstakes. With respect to each Sweepstakes, the potential winner will be notified by e-mail (sent to the e-mail address provided by the entrant when entering), mail and/or telephone, in Sponsor's discretion. If a potential winner cannot be reached within forty-eight (48) hours of the initial e-mail or telephone notification attempt (Sponsor reserves the right not to leave messages on voice mail or answering machines), or fails to respond to any notification attempt within the time period specified by Sponsor, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as outlined in these Official Rules (in which case the foregoing procedures will apply to such newly-selected entrant). Each potential winner may in Sponsor's discretion be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, within seven (7) days of attempted delivery of same. If a potential winner is a minor under the laws of his or her state of residency, the prize may be awarded in the name of the winner's parent or legal guardian, who must complete any required Promotion documentation. If a potential winner fails to complete and return any Affidavit of Eligibility/Release of Liability, Publicity Release or other required Promotion documentation within seven (7) days of attempted delivery of same, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as outlined in these Official Rules (in which case the foregoing procedures will apply to such newly-selected entrant).
- **6. PRIZES:** With respect to each Sweepstakes, one (1) Grand Prize will be offered. Each Grand Prize consists of \$250 USD, to be awarded in the form of a check or another payment method determined by Sponsor. All prize details will be determined by

Sponsor in its discretion. The approximate retail value of each prize is \$250 USD. Each prize will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive a prize is permitted, except in the discretion of Sponsor, which reserves the right to substitute any prize with a prize or prizes of equal or greater value selected by Sponsor in its discretion. Each prize consists only of the item expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of a prize are the responsibility of the winner. Each prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state, local taxes on the value of the prize are the responsibility of the winner. Each potential winner may in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within seven (7) days of attempted delivery of same. An IRS form 1099 will be issued in the prize recipient's name if required by law.

- 7. GRANT OF RIGHTS: By entering, each entrant grants permission to Straus Newspapers, Inc, its agencies, parent companies, affiliates and subsidiaries, the successors of each of the foregoing, and the agents and licensees of each of the foregoing (all of them, collectively, the "Licensed Parties"), to use the entrant's name, likeness, voice and biographical information for purposes of advertising and trade and other commercial purposes, worldwide, in perpetuity, in all media and formats whether now or later known or developed, without further notice or compensation, unless prohibited by law.
- **8. RELEASE AND LIMITATION OF LIABILITY:** By entering, each entrant releases and agrees to hold each of the Licensed Parties, all other companies involved in the development or operation of any Sweepstakes and each of their successors and the directors, officers, employees and assigns of each of the foregoing (collectively, the "Released Parties"), harmless from and against any and all claims and liability arising out of the entrant's participation in any Sweepstakes, the operation of any Sweepstakes, the acceptance or use of a prize or the use of the entrant's name, likeness, voice and/or biographical information as permitted hereunder, including without limitation any and all claims and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person or (b) based upon any allegation of violation of the right of privacy or right of publicity, misappropriation or violation of any other personal or proprietary right. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in any Sweepstakes or use of a prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of any Sweepstakes or in the announcement of any prize, and are not responsible for late, lost, delayed, illegible, damaged, corrupted, postagedue or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical errors of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Promotion.
- **9. GENERAL RULES:** Sponsor reserves the right to modify these Official Rules or to modify, suspend or terminate any or all Sweepstakes at any time in its discretion. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in any or all Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or

believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or any Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program or method. In the event of a dispute regarding who submitted an entry, entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the entry in question. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend any Sweepstakes and/or to adjust any of the dates or time periods set forth herein should a virus, bug, entrant fraud or misconduct or other cause beyond the control of Sponsor corrupt or jeopardize the administration, integrity, security or proper operation of any Sweepstakes, or for purposes of verifying compliance by any entrant with these Official Rules or if for any reason Sponsor is not able to conduct any Sweepstakes as planned (including without limitation in the event the operation of any Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of any Sweepstakes, a notice will be posted and a random drawing to award each prize will be conducted from among all eligible entries received prior to the time of termination. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in any Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. This sweepstakes is powered by Votigo. By participating you agree to its terms of service and privacy policy, located at https://strausnews.votigo.com/fbcontests/profiletab/ReceiptSweepstakes. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

10. DISPUTES: By entering any Sweepstakes, each entrant agrees that, to the maximum extent permitted by applicable law, (a) any and all disputes, claims, and causes of action arising out of or connected with any Sweepstakes, or the acceptance and/or use of any prize, shall be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not

apply to you if you live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrants and Sponsor in connection with any Sweepstakes shall be governed by, and construed in accordance with the laws of the State of New York in the United States of America without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Promotion or any Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of New York, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or any Sweepstakes. In the event of any conflict between these Official Rules and any Promotion information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

- **11. WINNERS' NAME AND RULES REQUESTS**: For the names of the winners of each Sweepstakes, available after January 15, 2020 or a copy of these Official Rules, send a self-addressed, stamped envelope to Straus News Shop Local Sweepstakes, 20 West Ave., Chester, NY 10918. Vermont residents may omit return postage.
- **12. SPONSOR**: Straus Newspapers, Inc. 20 West Ave., Chester, NY 10918