

## **SALT Live Sweepstakes Official Rules**

THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION ONLY IN THE UNITED STATES AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU ARE NOT A RESIDENT OF AND PHYSICALLY LOCATED IN ONE OF THE FIFTY UNITED STATES OR DISTRICT OF COLUMBIA AT THE TIME OF ENTRY OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE OFFICIAL RULES BELOW.

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility:** The SALT Live Sweepstakes ("Promotion") is open only to individuals who are residents of and physically located in the fifty United States and District of Columbia and age 18 years old or older at time of participation. Employees, directors, independent contractors, consultants, and campus ambassadors of Massachusetts Higher Education Assistance Corporation dba American Student Assistance ("Sponsor") and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, director, independent contractors, consultant, and campus ambassador are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor'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:** Massachusetts Higher Education Assistance Corporation dba American Student Assistance, 100 Cambridge Street, Suite 1600, Boston, MA 02114.

**3. Promotion Period:** Promotion begins on or about 12:00:01 a.m. Eastern Time (ET) on August 10, 2015 and ends on or about 11:59 p.m. ET on September 21, 2015 ("Promotion Period"). From time to time during the Promotion Period, Sponsor will offer four prizes as set forth in these official rules (each a "Sweepstakes"). Sponsor's computer is the official time keeping device for this Promotion.

**4. How to Participate:** During the Promotion Period, visit a SALT Live location, register and participate in SALT Live services, submit a survey and the Promotion entry form. After submitting the Promotion entry form to a Sponsor representative at SALT Live location you will be entered into the Sweepstakes. Sponsor is sole arbitrator in deciding if entry forms are complete. Multiple entries in the Promotion are not permitted. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different identities, or visiting multiple location, 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 identity, the natural person identified on the entry form will be deemed to be the entrant. Each potential winner may be required to show proof of identity.

**5. Drawing:** Sponsor will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period from each SALT Live location, on or around September 24, 2015. Except where prohibited, each potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") in the form provided by the Sponsor which must be received by Sponsor, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration without modifications or provide any other requested information, within the

required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will randomly select another potential Sweepstakes winner from 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 8-10 weeks after the conclusion of the Sweepstakes.

**6. Prizes:** FOUR (4) GRAND PRIZES: \$1,000 US DOLLARS FOR EDUCATION-RELATED EXPENSES. Approximate Retail Value ("ARV"): \$1,000 per prize. One winner will be selected from each of the Boston SALT Live location, Lowell SALT Live location, Springfield SALT Live location, and Worcester SALT Live location. 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. Prizes are intended to be used for tuition and fees, loan repayment and/or other education-related expenses, and by accepting a prize, the winner agrees to use the prize solely for that purpose. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person.

**7. Winner Notification:** Sponsor or its agent will attempt to notify the potential winner(s) on or before 10 business days after the Sweepstakes drawing either in person, by telephone, by mail, overnight mail, email, text or such other manner as determined by Sponsor, using the contact information provided on the entry form. Neither Sponsor nor any other person or entity shall have any responsibility or liability for failure to provide notice due to a Participant's failure to maintain his or her current contact information.

**8. Languages:** In the event that these Rules, or any advertising, promotion or other written, printed or graphic material, including but not limited to such materials appearing on the World Wide Web are presented in a language other than English and there is a discrepancy, inconsistency or interpretation issue between the English language version and the other language version of these Official Rules or of any materials, the English version shall prevail, govern and control.

**9. Prize Restrictions:** Prizes are not transferable and include only the items specifically listed as part of each prize in these official rules. No substitution or cash equivalent of the prize is permitted except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prizes with another prize of equal or greater value. Any prize or portion of a prize not accepted by a winner will be forfeited. Federal, state and local taxes on the prize and any expenses relating to the acceptance of and use of the prize not specified herein are the sole responsibility of each winner. Winner(s) are responsible for all taxes and fees associated with prize receipt and/or use.

**10. General Conditions:** Sponsor is not responsible for late, lost, misdirected, mutilated, incomplete, illegible, or postage-due entries or mail. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by entrant or by any of the equipment or programming associated with or used in the Promotion, or by any technical or human error which may occur in the processing of the entries. Sponsor is also not responsible for any technical problems, malfunctions of any telephone service, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission that may affect the ability of consumers to participate, or for any damage to any Participant's computer system/software related

to or resulting from participation in this Promotion. All entries must include a valid email address. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Participants may not register with multiple email addresses nor may entrants use any other device or artifice to register multiple times. Any Participant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified at Sponsor's sole discretion. In the event of a dispute regarding the identity of a Participant, the Participant will be deemed to be the authorized account holder of the email address submitted at the time of entry (i.e. the natural person who is assigned to 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 email address). Potential winners may be required to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected Participant(s) will be deemed ineligible. Sponsor may prohibit a Participant from participating in the Promotion or winning a prize if, in Sponsor's sole discretion, it determines that the Participant is attempting to undermine the legitimate operation of the Promotion by acting in an unsportsmanlike manner, by cheating, hacking, deception or using other unfair practices (including without limitation the use of robotic, automatic, macro, programmed, third party or like entry programs, or commercial sweepstakes or contest subscription services) or by intending to annoy, abuse, threaten or harass any other Participants. CAUTION: ANY ATTEMPT BY ANY ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, 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, SPONSORS RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL AND TO PERSUE ALL REMEDIES 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. Sponsor is not responsible for any typographical, technical or other error in the administration of the Promotion or in the announcement of prize winners. In no event will more than the number of prizes stated in these Official Rules or on the Website be awarded. If through printing, production, program or human error, or for any other reason whatsoever, more prize notifications are sent (or more claims are received) in any prize category than the number of prizes set forth in these Official Rules for that prize category, Sponsor reserves the right to award the intended number of prizes for the prize category in question through a random drawing from among all eligible, non-suspect prize claims received. If, for any reason, an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry if that is possible. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in these rules or any Promotion materials, the terms of the full Official rules shall prevail, govern and control. Any prizes pictured on promotional materials are for illustrative purposes only and may vary from the actual prize awarded.

**11. Force Majeure:** In the event Sponsor is prevented from continuing the Promotion or the integrity and/or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court of jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Promotion without any further obligation. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted on the Website.

**12. Release/Limitations of Liability:** By participating in this Promotion, each entrant (and each entrant's parent/legal guardian if entrant is a minor) agrees: (1) to be bound by these Official Rules and the decisions of Sponsor and the judges, which are final and binding in all respects; (2) to release and hold Sponsor, its insurers, underwriters, security agents, advertising and promotion agencies, prize suppliers, and their respective representatives, directors, officers, employees, agents, divisions, affiliates, subsidiaries and assigns (collectively, the "Released Parties") harmless against any and all claims, injuries, damages, losses and liability of any kind (whether due to negligence or otherwise) to person(s) including death, or property, that may occur, directly or indirectly, in whole or in part, from participation in the Promotion or the receipt or use of any prize or activity related to the receipt or use of any prize; (3) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law relative to any prize, including but not limited to its quality, mechanical condition or fitness for any particular purpose; and (4) that Released Parties have neither provided financial or other advice nor are in any manner responsible or liable for Participants' financial or other decisions made in the course of participation in this Promotion. Each winner (and their parent/legal guardian if a minor), by acceptance of a prize, grants to Sponsor and its designees the right to use winner's name, address (city and state), photograph, voice, statements and/or other likeness and prize information in perpetuity for purposes of advertising and trade in any and all media now known or hereafter devised, throughout the world, without further compensation, consideration, notification or permission, except where prohibited by law.

**13. 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 District of Massachusetts or the appropriate Massachusetts Court located in Suffolk County, Massachusetts; (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 Commonwealth of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

**14. Entrant's Personal Information:** Information collected from entrants is treated as member information and is subject to Sponsor's Privacy Policy <https://www.saltmoney.org/home/privacy.html>.

**15. Winner List:** For a winner list, interested individuals should mail a self-addressed, stamped business size envelope to: Marketing Department, American Student Assistance, 100 Cambridge Street, Suite 1600, Boston, MA 02114. Vermont residents may omit return postage. Winner's lists requests must be received no later than October 31, 2015.

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