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## Survey Sweepstakes Official Rules

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

**1. Eligibility:** Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, contract workers, consultants, and campus ambassadors of Massachusetts Higher Education Assistance Corporation dba American Student Assistance ("Sponsor") and its 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 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. How to Enter:** You will be automatically entered when you submit a completed survey with your email address. Multiple entries are not permitted. Any attempt by any entrant to obtain more than the one (1) entry by using multiple/different email addresses, identities, 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 email address 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 an authorized account holder.

**4. Drawing:** Sponsor will randomly select the potential Sweepstakes winners from all eligible entries received. The potential winners will be notified by email, mail or phone. 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 Administrator, 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.

**5. Prizes:** ONE (1) 2014 Kindle Paperwhite touchscreen e-reader. Approximate Retail Value (“ARV”): \$99. 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 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 per school.

**6. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and its parent company 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.

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

**8. 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.

**9. 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) late, lost, undeliverable, damaged or stolen mail; 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.



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**10. 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.

**11. Winner List:** For a winner list, interested individuals should mail a self-addressed, stamped business size envelope to: Strategic Partnerships, American Student Assistance, 100 Cambridge Street, Suite 1600, Boston, MA 02114. Vermont residents may omit return postage. Winners List requests must be received no later than July 1, 2014.

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