

Official Rules and Regulations

Official Rules for \$1,000 freedomRail closet giveaway / New Year's Resolution Forum

1. HOW TO ENTER: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Enter online by submitting a New Year resolution to the 2012 New Year's Resolution forum at <http://freedomrail.com/community/newyearsresolution>. Entries must be submitted on December 28, 2011 through February 29, 2012 to qualify. Final entries must be received by 11:59 p.m. on February 29, 2011. Limit one online entry, per valid email address, per eligible person.
2. ELIGIBILITY: This Sweepstakes is open to legal residents of the 48 Continental States and Washington D.C. who are 18 years of age and older as of December 28, 2011 except the employees, affiliates, distributors, representatives or agents of the sponsor (freedomRail) or a member of any of such person's immediate family or a person living in the same household is not eligible to participate or win a prize.
3. SELECTION OF WINNER: Winners will be selected at random from all eligible entrants on March 5, 2012. The selection will be final and binding in all respects. The odds of winning depend on the number of eligible entries received. The winner will be notified by mail and/or by email within 24 hours of being selected. Return of any prize notification as undeliverable will result in disqualification and selection of an alternate winner. In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the email address submitted at time of entry. The authorized account holder is defined as the natural person who is assigned to an email address by an Internet Service Provider, online access provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. With respect to each winning entry, the winner may be required to provide proof that the winner is the authorized account holder of the email address associated with the winning entry.
4. PRIZE: Winners will receive a freedomRail closet of their choice up to a \$1,000 value. The winner will be announced March 5, 2012 on freedomRail's contest page at <http://freedomrail.com/community/newyearsresolution>. In addition, the winner will be notified by mail and/or by email within 24 hours of being selected.
5. NO TRANSFERS: No transfers, substitutions in prizes or cash will be allowed except by freedomRail, who may substitute a prize of equal or greater value. freedomRail is not responsible for the prize item once it is in the winner's possession.
6. PRIZE CONDITIONS: The winner must comply with all instructions in the prize notification letter/or email, including the completion of an affidavit and liability/publicity release, and return it within fifteen days of the date on the prize notification letter/or email; otherwise prize will be forfeited and an alternate winner will be selected. Winner's name, photo and comments can be used by freedomRail for future sales, promotion and marketing purposes with no royalty paid to winner.
7. TAXES: Liability for any applicable taxes will be the sole responsibility of the winner. Any required tax reporting forms will be furnished to the Internal Revenue Service. All expenses not specifically provided by freedomRail in these rules are the sole responsibility of the winner.

8. LOST ENTRIES: Entries that are lost, late, illegible or incomplete for any reason will not be eligible. freedomRail reserves the right to modify or terminate this Sweepstakes or disqualify any entry in the event of technical impairment by computer virus or otherwise. In the event of early termination, freedomRail will randomly select the winner from all eligible entries received at time of termination.

9. RESTRICTIONS: Valid dates December 28, 2011 to February 29, 2012.

10. LIMITATIONS OF LIABILITY: Sponsor is not responsible for: (1) lost, late, misdirected, undeliverable or incomplete entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (2) technical failures of any kinds; (3) failures of any of the equipment or programming associated with or utilized in the Sweepstakes; (4) unauthorized human and/or mechanical intervention in any part of the entry process or the Sweepstakes; (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; 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 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. freedomRail may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in freedomRail's sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or freedomRail's representatives. If for any reason this Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of freedomRail which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then freedomRail reserves the right at their sole discretion to cancel, terminate, modify or suspend all or any part of the Sweepstakes and to select potential winners from among all eligible entries received by freedomRail up until the time of such cancellation, termination, modification or suspension, as applicable. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SCHULTE RESERVES THE RIGHT TO SEEK CIVIL AND/OR CRIMINAL PROSECUTION AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW.

11. JURY TRIAL WAIVER: EXCEPT AS PROHIBITED BY LAW AND AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT HEREBY WAIVES ANY RIGHT HE/SHE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SWEEPSTAKES, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HERewith AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12. PRIVACY POLICY AND TERMS OF USE: BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT: (i) THE ENTRANT HAS OPTED-IN TO SCHULTE'S PRIVACY POLICY ON THE SWEEPSTAKES ENTRY PAGE; AND (ii) BY OPTING-IN, THE ENTRANT HAS READ AND CONSENTS TO SCHULTE'S PRIVACY POLICY AND TERMS OF USE. EACH ENTRANT FURTHER ACKNOWLEDGES THAT IF HE/SHE IS CHOSEN AS A WINNER, CERTAIN OF HIS/HER IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES AT LEAST AS REQUIRED BY LAW INCLUDING, WITHOUT LIMITATION, ON A WINNERS' LIST.