

Find a copy of these Official Rules online at
<https://www.jostens.com/nationalyearbookweeksocial21>

JOSTENS, INC.
2021 NATIONAL YEARBOOK WEEK SOCIAL MEDIA SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. BY ENTERING, ENTRANTS RELEASE FACEBOOK AND INSTAGRAM FROM ANY AND ALL LIABILITY RESULTING FROM THIS PROMOTION.

- 1. Sponsor:** Jostens, Inc., 7760 France Ave, Suite 400, Minneapolis, MN 55435.
- 2. Entry Period:** The Jostens National Yearbook Week Sweepstakes (“Promotion”) begins at 6:00 am Central Time on October 4, 2021 and ends at 1:00 p.m. Central Time on October 8, 2021 (“Entry Period”).
- 3. Eligibility:** Entrants must be, as of the date of entry, (a) a legal resident of the fifty (50) United States or the District of Columbia, (b) age 13 or over and must have or open a free Facebook or Instagram account. All entrants must be 13 years or older. Anyone between the ages of 13 and 17 or who is under the age of majority in their state, province or territory of residence (a “Minor”) must obtain the permission of his or her parent or legal guardian (“Guardian”) to enter. Directors, officers and employees of Sponsor and its affiliates, parents, subsidiaries and advertising and promotion agencies and their respective immediate families (spouse, parents, siblings and children) and those living in their same households are not eligible to enter or win this Promotion. Entry constitutes entrant’s (or in the case of a Minor, the Guardian’s) full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions. The decisions of Sponsor in regards to all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.
- 4. How to Enter; Entry Requirements:**
 - A.** A daily challenge will be posted on Jostens Adviser and Staff Instagram and Facebook pages during the Sweepstakes Entry Period (each a “Call to Entry Post”). Respond to the Call to Entry Post with the appropriate content, complying with these Official Rules, and tag and follow @jostensyearbook and @jostensadviserandstaff and include the hashtags #YearbookWeekSweepstakes and #YearbookLove (each an “entry”). All Entries must: (a) comply with all Facebook and/or Instagram Terms of Service and Rules and these Official Rules; (b) be in good taste and appropriate for Sponsor’s audience, in Sponsor’s sole discretion; (c) not include or reference any persons other than the entrant without the express consent of those featured, nor reference any brands, logos, names or creative works, other than those created by or owned by either entrant or Sponsor; and (d) not be offensive or disparaging or infringing of any rights of others.

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Before entering the Promotion, the “Photos Are Private” option in the account settings on your Instagram account must be set to “OFF”.

Entries that do not comply with the terms of the Sweepstakes will result in disqualification. Incomplete or illegible entries will not be considered. Sweepstakes is subject to change without notification in Sponsor’s sole discretion. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized channels or if they contain production, typographical, electronic, mechanical or other errors. Sponsor reserves the right in its sole discretion to remove and/or disqualify any entry at any time which, in Sponsor’s opinion, is offensive, contains unsuitable material, endangers the safety or wellbeing of any person, or if it is determined the entrant has not complied with these Official Rules. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries; all of which will be void in Sponsor’s sole discretion.

B. Number of Entries. Entrant can submit multiple entries for each Call to Entry Post. Multiple Entries must be completely unique from any prior entries during the Entry Period to be eligible. All duplicate Entries are disqualified. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. The computer clock of the Webmaster hosting the Promotion is the official timekeeping device. Entries received before or after the Entry Period are void. All entries become the property of Sponsor and will not be returned or acknowledged. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

5. License Grant:

Posting an Entry constitutes entrant’s full agreement to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry and any component thereof, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including without limitation for promotional or marketing purposes. If requested, entrant will sign any documents that may be required for Sponsor or its designees to make use of the Entry. By entering, you warrant and represent that your Entry does not infringe on any rights of any third parties, and you further agree that your Entry conforms to these Official Rules.

6. Selection and Notification of Winner:

- A. On or about October 12, 2021, Sponsor will randomly select two (2) entries from all eligible entries received during each day of the Sweepstakes Entry Period (each a “Daily Entry Period”) to receive a Daily Prize, for a total of ten (10) winners:
- B.

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Entry Period	Drawing Date	Daily Prize/ARV
October 4, 2021	October 12, 2021	\$100 Gift Card (ARV: \$100.00)
October 5, 2021	October 12, 2021	\$100 Gift Card (ARV: \$100.00)
October 6, 2021	October 12, 2021	\$100 Gift Card (ARV: \$100.00)
October 7, 2021	October 12, 2021	\$100 Gift Card (ARV: \$100.00)
October 8, 2021	October 12, 2021	\$100 Gift Card (ARV: \$100.00)

B. Potential Winners will be contacted by email, telephone or similar means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as winner. In the event that a Potential Winner does not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor's initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

6. Prizes:

A. The following prizes, each listed along with its respective approximate retail value ("ARV"), are available to be awarded:

- i. One (1) of Ten (10) Visa® Gift Cards

(ARV: \$100.00 U.S Dollars)

Total ARV of the prizes: \$1000.00 U.S. Dollars

VISA® is a trademark of VISA International Service Association in the United States and other countries. Visa International Service Association has neither endorsed nor is a sponsor of or affiliated with this Promotion.

Prizes are not transferable. No substitution of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor is not responsible for any inability of any

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winner to accept or use any Prize (or portion thereof) for any reason. No more than the stated Prize(s) will be awarded. Limit of one (1) Prize per family/household/address. Winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use. Prizes are awarded “as is” with no warranty, representation or guarantee of any kind by Sponsor. Sponsor will not replace any lost, mutilated, or stolen gift cards. VISA® Standard terms and conditions apply. Transfer of Prize is not permitted without the permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor’s good faith determination of approximate retail value of prizes. Any difference between approximate retail value and actual value of any prize will not be awarded. Sponsor will not be obligated to select any additional alternate Potential Winner, and if Sponsor so elects, that prize will not be awarded. Winner may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. actual value of any prize will not be awarded.

B. In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. The potential winners will also be required to complete, sign and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release/Copyright Assignment within 14 days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any prize won may be forfeited in Sponsor’s sole discretion, such potential winner shall be disqualified, and an alternate winner selected by Sponsor in a new random drawing from the remaining eligible entries.

In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. General Conditions: Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize

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fulfillment or a participant's ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her/its entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant (or the Guardian, in the case of a Minor), by entering the Promotion, agrees (a) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents, as well as Facebook and Instagram from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party's intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize and (b) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use, as applicable, his/her/its name, photograph, likeness, voice, location and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Each entrant (or the Guardian, in the case of a Minor) represents and warrants that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state or local law or rule or any applicable school district/board or school rule or regulation.

All taxes on prizes are solely the responsibility of the winner. When required by federal law, Sponsor will report the names of the winner and the value of the prize won to the Internal Revenue Service. If requested by Sponsor, the potential winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case, Sponsor will select an alternate winner in a random drawing from remaining eligible entries.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

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In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the email account tied to the winning Facebook or Instagram account used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she/it is the authorized account holder.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

8. Privacy: Each entrant (or the Guardian, in the case of a Minor) acknowledges and agrees that any information collected in connection with this Promotion may be used by Sponsor and its affiliates in accordance with Sponsor's Privacy Policy, available at <http://www.jostens.com/apps/shop/help/shared/privacy.asp>. Any information collected in connection with this Promotion is not provided to Facebook or Instagram.

9. Disputes: Each entrant (or the Guardian, in the case of a Minor) agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Minnesota; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than 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 entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

10. Winners List: A list of winners may be obtained upon request by sending a written request along with a self-addressed stamped envelope to Jostens, Inc., Attn: Yearbook Consumer Marketing, 7760 France Avenue South, Suite 400, Minneapolis, MN 55435. Requests must be received by April 1, 2022. Vermont residents may omit return postage.

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