

**Sierra**  
**“Customer Satisfaction” Sweepstakes**  
**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT IMPROVE THE CHANCES OF WINNING.**

The “Customer Satisfaction” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States and shall only be construed and evaluated according to applicable U.S. law and state law. Do not enter this Sweepstakes if you are not located in the United States or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Sierra 770 Cochituate Road, Framingham, MA 01701. (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents residing in the fifty (50) United States (including the District of Columbia and Puerto Rico) who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective states of permanent residence as of January 1, 2021 (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include those Entrants who are deemed Winners (as defined below)).

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the

Administrator, which shall be final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**TWO WAYS TO ENTER:** The monthly Sweepstakes begins at 12:00:00 a.m. Eastern Time (“ET”) on January 1, 2021 and ends at 11:59:59 p.m. ET on December 31, 2021 (“Sweepstakes Period”). The Sweepstakes Period will be separated into the twelve (12) following Entry Periods (“Entry Period”):

	<u>Start Date</u>	<u>End Date</u>
Entry Period #1	January 1, 2021	January 31, 2021
Entry Period #2	February 1, 2021	February 28, 2021
Entry Period #3	March 1, 2021	March 31, 2021
Entry Period #4	April 1, 2021	April 30, 2021
Entry Period #5	May 1, 2021	May 31, 2021
Entry Period #6	June 1, 2021	June 30, 2021
Entry Period #7	July 1, 2021	July 31, 2021
Entry Period #8	August 1, 2021	August 31, 2021
Entry Period #9	September 1, 2021	September 30, 2021
Entry Period #10	October 1, 2021	October 31, 2021
Entry Period #11	November 1, 2021	November 30, 2021
Entry Period #12	December 1, 2021	December 31, 2021

There are two (2) ways to enter the Sweepstakes:

**1). Online:** Log onto [www.SierraFeedback.com](http://www.SierraFeedback.com) and enter the requested information from your Sierra receipt to be automatically entered for a chance to win the Monthly “Customer Satisfaction” Sweepstakes (the “Website”).

**2). By Mail:** Eligible Entrants also have the option to obtain one (1) Sweepstakes entries via mail by legibly hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, and e-mail address, and mailing the card in a #10 envelope, with proper postage affixed, to: Sierra “Customer Satisfaction” Sweepstakes, PO Box 157, Macedon, NY 14502-0157. Entries must be complete to be eligible. Regardless of method of entry, there is a limit of one entry per household per month. All mail in entries must be postmarked by the final day of the month and received by the fifth day of the next month. Mail in entries do not carry over.

**\*\*NOTE: Mail-in entry card and envelope must be hand printed by the Entrant only.**

By entering, Entrants warrant and represent that they agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all respects relating to this Sweepstakes. Proof of submission of an entry is not considered proof of delivery to or receipt by Sponsor. The Released Parties are not responsible for: (a) late, incomplete, delayed, postage-due or misdirected entries; (b) causes beyond Released Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (c) any entries submitted in a manner that is not expressly allowed under these Official Rules; (d) incorrect or inaccurate entry information; (e) any typographical or other error in the printing or advertising of this offer, in the administration or execution of the Sweepstakes, or in the announcement/notification of a Monthly Prize Winner; or (f) cheating or fraud by any Entrant. All incomplete or non-conforming entries will be disqualified. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at <http://www.SierraFeedback.com>.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor or Administrator which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, with or without notice and, if Sponsor elects not to terminate the Sweepstakes, award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the

operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim, damage, cost, fine, expense, obligation, liability, or cause of action of any kind arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, 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 of any prize, including but not limited to the Monthly Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials or accessing any website relate to this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to

claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION OF POTENTIAL WINNERS:** The potential Monthly Prize Winners will be selected, from among all eligible entries received, in twelve (12) random drawings by the Administrator, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Monthly drawings will be conducted on or about February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2021 and January 10, 2022. One (1) Winner will be selected in each of the twelve (12) Entry Periods. Odds of winning a Prize will depend on the total number of eligible entries received during the Entry Period in question. Each potential Winner will be notified by telephone, email and/or USPS mail, or other home delivery service of Sponsor's choice.

**PRIZES & CONDITIONS:** Twelve (12) Monthly Prizes will be awarded. Each Monthly Prize Winner ("Winner"), upon the Administrator's confirmation of eligibility, will receive one (1) \$500 Sierra Gift Card ("Prize"). Total Prize Pool - \$6,000. **NOTE: No substitution, assignment or transfer of Prize is permitted except by the Sponsor, which reserves the sole right to substitute the Prize with another of equal or greater value.**

By accepting a Prize, the Winners agree to release and hold harmless the Released Parties, from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. Each Winner will be notified by phone, and email, and must sign and return to the Sponsor, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize within five (5) days in order to claim his/her prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential winner cannot be reached within three (3) calendar days from the first notification attempt, if a potential Winner fails to return requisite document within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner may be selected for the Prize at issue.

By accepting a Monthly Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide

IN ALL MEDIA AND IN PERPETUITY without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating in the Sweepstakes, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Winners also acknowledge 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 the Prize.

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of Massachusetts; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental,

exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNER'S LIST REQUEST:** To request the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, for receipt by February 15, 2022, to: ASC/Sierra "Customer Satisfaction" Sweepstakes Winners List Request, 300 State Street, Suite 402, Rochester, NY 14614.