

# Reed Construction Data Sweepstakes Official Rules

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

**1. Eligibility:** Reed Construction Data 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 of Reed Construction Data, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. 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:** Reed Construction Data, 30 Technology Parkway Suite 100, Norcross GA 30092

**3. Timing:** The Sweepstakes begins on October 2, 2012 at 12:00 a.m. Eastern Time ("ET") and ends on October 9, 2012 at 11:59:59 p.m. ET (the "Promotion Period"). The Sweepstakes winner will be drawn October 16, 2012. Sponsor's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** There are two (2) ways to enter the Sweepstakes:

- a. During the Promotion Period, complete the online usability test, available at <http://participate.usabilla.com/86a7afc3b917d126efc33f5bbbe1a6976f124058>, and submit the registration form at the end.
- b. Alternatively, you may enter by sending a 3x5 card with your name, address, e-mail address, phone number and date of birth to Reed Construction Data Kindle Fire HD Sweepstakes, 30 Technology Parkway Suite 100, Norcross GA 30092. Mail-in entries must be postmarked by October 9, 2012 and received by October 15, 2012. All other entries must be received by 11:59:59 p.m. (ET) on October 9, 2012.

Limit: Each participant may obtain one (1) Sweepstakes entry. Entries generated by script, macro or other automated means are void.

In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. 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 entrant may be required to show proof of being an authorized account holder.

**5. Prize Drawing:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during each time period set forth in Section 4 above. The potential winner will be notified by email, mail or phone. If the potential winner cannot be contacted within the required time period of five (5) business days, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

## **6. Prize:**

Prize: Prize is 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. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the Sweepstakes prize depends on the number of eligible entries received during the Promotion Period. One (1) winner will win a Kindle Fire HD.

Limit: One (1) prize per person. Total ARV of prize: \$199.

**7. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor and each of its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of its parent companies 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.

**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 or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 these Official Rules 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, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, 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. 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.

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

**11. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than October 28, 2012. For the Winner List, send your request on a 3x5 card along with your name, address, e-mail address, phone number and date of birth to Reed Construction Data, 30 Technology Parkway Suite 100, Norcross GA 30092.