

## **iPad Giveaway Promotion Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE THE ODDS OF WINNING. VOID WHERE PROHIBITED.**

**1. HOW TO ENTER:** For a chance to win the Grand Prize, an iPad in the iPad Giveaway Promotion (the "Promotion"): go online to [www.tallgrasspublicawareness.com](http://www.tallgrasspublicawareness.com) during the Promotion Period (as defined below) and follow the on-screen directions, and answer some questions to complete the online entry form. Promotion starts April 20, 2018 at 12:01 a.m. CT and ends July 23, 2018 at 11:59 p.m. CT. ("Promotion Period"). Sponsor's computer will be the official timekeeping device of this Promotion. Limit: One (1) Entry per person per day throughout the Promotion Period. A day is defined as starting at 12:00 A.M. CT and ending at 11:59:59 P.M. CT during the Promotion Period.

**2. ELIGIBILITY:** The Promotion is open only to individuals and businesses that are on Sponsor's mailing list to receive direct mail literature and are eighteen years of age or older as of April 20, 2018, and who are legal residents of the fifty United States including the District of Columbia. Void where restricted or prohibited by law. Employees and family members (i.e., spouses, children, siblings, parents, and persons living in the same households, whether or not related) of MLP Operations, LLC ("Sponsor"), The Service Center, Ltd. and each of their respective affiliates, subsidiaries, and advertising and promotional agencies or any organization involved with the production, execution or distribution of the Promotion are not eligible to participate in the Promotion.

**3. PRIZE DRAWING:** On or about July 31, 2018, a random drawing from among all eligible entries received will be conducted under the supervision of promotion administrator The Service Center, Ltd., an independent administrator ("The Service Center"). The winner is subject to determination of eligibility and verification before the prize will be awarded. Only eligible entries received by Sponsor during the Promotion Period will be eligible. Winner will be notified by The Service Center on or about July 31, 2018 according to the contact information provided on the electronic entry form. Winner may be required to sign and return an Affidavit of Eligibility and Release of Liability/Publicity within ten (10) days of prize notification. If the potential winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification is returned as undeliverable, the potential winner will be disqualified. In the event that the potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly.

**4. PRIZE, ODDS OF WINNING:** One (1) Grand Prize will be awarded in this Promotion: The prize consists of one (1) Apple iPad Wi-Fi 128GB. Odds of winning depend on the number of eligible entries that are received. Prize details and availability are subject to change, in which case Sponsor may substitute a prize of equal or greater value. The approximate retail value ("ARV") of the prize is \$460.00. The winner will be notified by email, phone or mail according to the contact information provided on the entry form. All prize claims are subject to verification. Winner is responsible for any local, state and federal taxes. All federal, state and local laws and

regulations apply. No substitutions or transfer of prize permitted by winner. In no event will Sponsor be liable for more than the stated prize above.

Participation in the Promotion constitutes permission to use an entrant's name, likeness, voice, address (city and state) and statements and/or testimonials in all media, now or hereafter known, throughout the world in perpetuity, in any manner Sponsor deems appropriate without any further compensation, notification or permission to the respective entrant, unless prohibited by applicable law.

**5. WAIVER AND RELEASE:** By entering the Promotion, participants (i) agree to these Official Rules and the decisions of the Sponsor and The Service Center, which shall be final and binding in all matters relating to the Promotion; (ii) agree to release and hold harmless Sponsor, and each of its respective parent companies, subsidiaries, affiliates, agents, advertising and promotion agencies, vendors, and any other companies participating in the design, administration or fulfillment of this Promotion, and the officers, governors, directors, agents, and employees of each of these entities (collectively, the "Released Parties") for personal injuries, death, damages, expenses or costs or losses of any kind resulting from participation or inability to participate in this Promotion or acceptance of or use or inability to use prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

It is the entrant's responsibility to ensure that he/she has complied with all of the conditions contained in the Official Rules. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Promotion, or any technical or human error or negligence which may occur in the processing of submissions in the Promotion. The Released Parties assume no responsibility for any error, printing error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, on account of technical problems. The Released Parties are not responsible for any injury or damage to participants related to or resulting from participating in the Promotion.

If, for any reason, the Promotion is not capable of running as planned, including because of tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of any of the Released Parties which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and select a winner from among all eligible entries received prior to the cancellation. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO REFER THE MATTER (AND THE IDENTITY OF ENTRANT) TO THE APPROPRIATE GOVERNMENT AUTHORITY AND TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**6. ARBITRATION AND CHOICE OF LAW:** EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THE PROMOTION, ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD AT THE AAA REGIONAL OFFICE NEAREST TO ENTRANT; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH ENTERING THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR 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 THIS PROMOTION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.

**7. PRIVACY:** Any information collected from the entry form is to be used for marketing purposes only. Sponsor will not sell or provide a participant's information to any third party, except as necessary for the administration of the Promotion or as required by law or legal process.

**8. WINNER LIST:** For the name of the winner (if claimed), send a self-addressed stamped envelope after August 6, 2018 to iPad Giveaway Promotion Winner List, P.O. Box 809004, Houston, TX 77280-9921.

**9. SPONSOR:** The Promotion is sponsored by MLP Operations, LLC, 4200 W. 115th Street, Suite 350, Leawood, KS 66211-2609.