

2011 MICHIGAN APPLE SCHOOL SWEEPSTAKES

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

OPEN TO GRADES K-12 PUBLIC, PRIVATE OR PAROCHIAL SCHOOLS IN MICHIGAN.

1. **BRIEF OVERVIEW:** The 2011 Michigan Apple School Sweepstakes (“Sweepstakes”) is open to Grades K-12 public, private or parochial schools in Michigan (“Schools”). Schools can compete in a Sweepstakes in which a random drawing will be conducted to select the winning Schools from among all eligible entries. The Sweepstakes starts on 10/14/11 and ends on 4/15/12 (the “Sweepstakes Period”).
2. **ELIGIBILITY:** The Sweepstakes is open to any public, private or parochial Grades K-12 school in Michigan. Home schools are ineligible to participate. Officers, directors, employees or independent contractors of the Michigan Apple Committee (“Sponsor”), Mercury Promotions & Fulfillment (“Mercury”) and their respective affiliates, subsidiaries, advertising and promotion agencies (“Sponsor & Others”), and their household and immediate family members (i.e. spouse, parent, child, sibling, the steps of each of the aforementioned and members of their households) are not eligible to participate on behalf of their School. Sponsor reserves the right to request satisfactory proof of a School’s eligibility.
3. **HOW THE SWEEPSTAKES WORKS:**

(A) How To Participate/Enter The Sweepstakes: There are two (2) ways by which a School may participate in the Sweepstakes:

- (i) A School may participate by having its students, students’ family members, friends and neighbors, faculty members, and alumni (collectively, “School Supporters”) collect Proof of Purchase symbols found on bags of Michigan Apples and submit them to the School. Then, the School must submit these Proof of Purchase symbols along with a legibly completed Official Entry Form available at www.MichiganApples.com/Schools&Kids/ (“Form”) for downloading and copying, to Michigan Apple Sweepstakes, Dept. 2003, 35610 Mound Road, Sterling Heights, MI 48310 prior to the end of the Sweepstakes Period, or
- (ii) A School may also participate in the Sweepstakes by having its School Supporters submit to the School 3”x 5” cards which contain an original hand-drawing or original photograph of a red or yellow apple (“Apple Cards”). Apple Cards with pre-printed pictures, stamped pictures, or which are mechanically produced or produced in a way that subverts the entry process are void. The School must then submit these Apple Cards along with a legibly completed Form in a properly stamped envelope to the address in **Rule 3(A)(i)** above. Each Proof of Purchase Symbol or Apple Card (collectively referred to as “Sweepstakes Entries”) received by Sponsor shall constitute one (1) Sweepstakes Entry for purposes of this Sweepstakes. **NOTE:** Proof of Purchase symbols and Apple Cards may be

submitted together in the same outer envelope; however, they must be segregated into two separate inner envelopes. All Sweepstakes Entries must be postmarked by 4/15/12 and received by 4/22/12. All Sweepstakes Entries become the property of Sponsor and will not be returned.

(B) Random Drawing: On or about 4/29/12, a random drawing will be conducted by Mercury to select the winning Grand, First and Second Prize Sweepstakes Winners from among the total number of all eligible Sweepstakes Entries received regardless of the method of entry. The Sweepstakes Winners will be notified on or about 5/4/12 by email, phone, or mail.

(C) Sweepstakes Prizes: Grand Prize: The School selected as the Grand Prize Sweepstakes Winner will receive a check in the amount of Five Thousand Dollars (\$5,000); the School selected as the First Prize Sweepstakes Winner will receive a check in the amount of Three Thousand Dollars (\$3,000); and the School selected as the Second Prize Sweepstakes Winner will receive a check in the amount of One Thousand Dollars (\$1,000). Total Value of all Sweepstakes Prizes: \$9,000. Regardless of the Sweepstakes Prize won, it will be awarded in the name of the respective School and will be awarded to the Principal, Headmaster/Headmistress, or other such official of the School who is twenty-one (21) years or older. Any federal, state or local taxes due on the respective Prizes are solely the responsibility of the winning School. The Principal, Headmaster/Headmistress or other appropriate School Official must sign and return all documents, e.g. Affidavit of Compliance/Eligibility & Publicity/Liability Release, as allowed by law and as requested by Sponsor by the date specified in the notification of winning or the Sweepstakes Prize may be forfeited and an alternate potential Sweepstakes Winner will be selected.

(D) Odds of Winning: The odds of winning a Sweepstakes Prize depend upon the number of Schools participating and the number of Sweepstakes Entries received.
Limit: One (1) Sweepstakes Prize per School.

- 4. LIMITATIONS OF LIABILITY/INTERNET:** Any Sweepstakes Entries that, in Mercury's sole discretion, appear to have been improperly reproduced whether mechanically or in any other manner, or have been improperly obtained, are ineligible and void. All Sweepstakes Entries become the property of Sponsor and will not be returned. Sponsor & Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected postage due, or undelivered Sweepstakes Entries, email, or postal mail. Sponsor & Others are not responsible for any incorrect or inaccurate information, whether caused by web site users, tampering, or hacking. By participating, each School and participant releases and agrees to indemnify and hold harmless Sponsor & Others from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes, or arising out of participation in any Sweepstakes-related activity. Furthermore, Sponsor & Others shall not be responsible for any additional expenses, omissions, delays, re-routing, or acts of

any government or other authority. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any part of it, e.g. the Sweepstakes, and/or proceed with the Sweepstakes in a manner deemed fair and appropriate by Sponsor including, without limitation, selection of winning Schools from among eligible entries received prior to said cancellation, termination, modification or suspension. **SPONSOR & OTHERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, RELATING TO THE SWEEPSTAKES OR THE PRIZES.** Sponsor reserves the right to disqualify any individual or School found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes.

5. **PUBLICITY RIGHTS:** By accepting a Prize, the Principal, Headmaster/Headmistress or other such official of each School, agrees to allow Sponsor and/or Sponsor's designees the perpetual right to use the School's and his/her name, photos, and information about the School for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
6. **GENERAL:** All Schools, and their Principals, Headmasters/Headmistresses, and other such officials agree to abide by these Official Rules and the decisions of Mercury which shall be final and binding in all matters pertaining to this Sweepstakes. All Federal, state and local laws and regulations apply. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Michigan. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or, if the federal court lacks jurisdiction, the appropriate Michigan State Court located in Macomb County, Michigan. Should there be a conflict between the laws of the State of Michigan and any other laws, the conflict will be resolved in favor of the laws of the State of Michigan, without reference to conflict of law principles. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages. Void in all jurisdictions other than the state of Michigan and wherever prohibited by law. By accepting a Prize or portion thereof, each School releases Sponsor & Others from any and all damages, losses or injuries, whether property or personal, including death, whether direct or indirect, arising out of or due to or in connection with acceptance, use/misuse, or enjoyment of the Prize, or participation in this promotion and Sponsor, et al. will be held harmless against any such claims of liability. Sponsor is subject to the Michigan Freedom of Information Act. Consequently, while the Sponsor will not share personally identifiable information with third parties, it reserves the right to disclose personally identifiable information as required by law and when the Sponsor believes that disclosure is necessary or required to protect our rights or to comply with a court order.

7. **WINNERS LIST:** To obtain a Winners List, send a self addressed, stamped envelope to: 35610 Mound Rd, Dept. 900, Sterling Heights, MI 48310-4725 before 4/30/12.

SPONSOR: Michigan Apple Committee, 13750 S. Sedona Parkway, Suite 3, Lansing, MI 48906.

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