

SMALL BUSINESS SATURDAY

OFFICIAL RULES

No purchase or payment of any kind is necessary to enter or win the Small Business Saturday Sweepstakes. The sweepstakes is open to all legal residents 18 years of age or older in areas that Astound Business Solutions (**Astound**) serves. To enter, all participants must provide valid, up-to-date contact information by submitting the form above. All entries must be received during the period of November 15, 2022 through December 31, 2022. The complete list of prizes and all additional information about the sweepstakes can be found in the Official Rules and FAQs documents.

Though the winners will receive Internet service from Astound at no charge for one year (up to a maximum speed of 1 Gig), the service is subject to Astound's terms and conditions, available at www.astound.com/business/legal-disclosures/terms-conditions/. All names, logos, images and service marks are property of their respective owners. Devices and related trademarks, logos are properties of their respective owners.

- 1. PARTICIPATION:** During the SWEEPSTAKES period, visit www.astound.com/business/smb/small-business-saturday/ and complete the Entry form to nominate a small business for a chance to win in the Small Business Saturday Sweepstakes (the "SWEEPSTAKES"). The following rules ("Official Rules") apply to all individuals entered for a chance to win a prize as part of the SWEEPSTAKES ("Nominee") and those individuals who may be nominating/entering a Nominee into the SWEEPSTAKES ("Nominator"). The Official Rules constitute a binding agreement between each Nominator and Astound, and submission of an Entry (defined below) constitutes the Nominator's unconditional acceptance to these Official Rules. Each Nominee's acceptance of a prize given by Astound constitutes the Nominee's unconditional acceptance to these Official Rules. These Official Rules apply only to the SWEEPSTAKES (as defined above) and not to any other sweepstakes, giveaways, or contests conducted by Astound Business Solutions.

For purposes of these Official Rules, each "Entry" must include Nominator's full name, phone number, and email address. It must include Nominee's first and last name, city, State, along with a description of the business. With the Nominee's permission, the Entry may also include an image of Nominee.

Each Entry that is entered into the SWEEPSTAKES must meet the following requirements. Any Entry that, in Astound Business Solution's sole and absolute direction, violates the following criteria or these Official Rules will be disqualified:

- **Entry Must NOT** include images of other people (alive or dead), including the Nominee, without permission from that person and must NOT include materials that violate or infringe another person's rights, including, but not limited to, privacy, publicity or intellectual property rights (Nominator may be required to verify such authorization in the form of a release);
- **Entry Must NOT contain** content that infringes any trademarks, logos or trade dress owned by others, or that advertises or promotes any person's or entity's brand or product of any kind without that person's or entity's permission, or contains (including in photos) any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- **Entry Must NOT** contain material which is (or which promotes) activities that are or may be construed as sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any SWEEPSTAKES Entities (defined below); and
- **Entry Must NOT include any copyrighted media production, or references to films, music, books, television programming, etc., or contain any identifying descriptions of any media property.**

2. **ELIGIBILITY:** Nominees (including self-nominees) must meet the following eligibility criteria:

- **Nominees** must be legal residents in an area where services of Astound Business Solutions are available as of the time the Entry is submitted (the “**Nomination Area**”). SWEEPSTAKES is void where restricted or prohibited by law;
- **Nominees** must be at least eighteen (18) years of age and have reached the age of legal majority at time of Entry. Proof of residency and age may be required; and
- **Nominees** each must NOT be an employee, officer, director, representative or agent of Astound or its parent companies, subsidiaries or affiliates (collectively, “**SWEEPSTAKES Entities**”), or an immediate family member (such as spouses, parents, children, siblings, and their respective spouses, regardless of where they resided) or living in the same household of each; such individuals are not eligible to participate in the SWEEPSTAKES or win a prize.

Additionally, each Nominator represents that they have the Nominee’s permission to enter him/her into this SWEEPSTAKES and to grant all rights associated with Nominee and Nominee’s attributes as set forth herein. Nominators are responsible for confirming whether the Nominee or his/her employer has any policies or restrictions concerning participation in this SWEEPSTAKES. The awarding of prizes is subject to such policies. If, for any reason, any Nominee is unable to accept a prize, or does not agree to these Official Rules, the prize will be forfeited, and Astound will not have any further obligation to such Nominee.

By entering the SWEEPSTAKES and accepting a prize, the Nominator and Nominee each respectively agree to release and hold harmless Astound from any injury, loss, death, damage, action, claim, demand or other liability that may occur from the Nominator’s or Nominee’s participation in the SWEEPSTAKES or from the acceptance, use or misuse of any prize awarded, or attendance at any event. Astound reserves the right to verify eligibility qualifications of any winner.

This SWEEPSTAKES shall be governed by and interpreted under the laws of the State of New Jersey, U.S.A. without regard to its conflicts of law’s provisions. Award of any and all prizes shall be subject to all applicable federal and state and local laws and regulations. Void where prohibited by law.

3. **HOW TO ENTER:** All SWEEPSTAKES Entries must be made by completing the Entry form accessible via www.astound.com/business/smb/small-business-saturday/ All Nominators are required to provide valid, up-to-date contact information.

EACH QUALIFIED ENTRY MUST:

- Be received within the designated timeframe listed below AND CONTAIN:
 - Legal first and last name of Nominator
 - Email address of Nominator
 - Phone number of Nominator
 - Legal name of Nominee
 - City and State in which Nominee is located

Astound will accept Entries to the SWEEPSTAKES starting on November 15, 2022 at 12:00PM EST and ends on December 31, 2022 at 6:00PM EST.

By entering your Nominee into the SWEEPSTAKES, all qualified Entries become eligible for selection to win. Out of all qualified Entries, one winner (“**Winner**”) in each market Astound serves will be selected on January 4, 2023.

All winners will be selected at Astound’s sole discretion from qualified Entries. All winners will be contacted by Astound as described below. Additionally, Astound may announce the name(s) of the winner(s) via Social Media platforms (including Facebook and Twitter), and each Nominee expressly consents to Astound’s use of its name and logo to the extent necessary for Astound to do this.

All Entries submitted as part of the SWEEPSTAKES shall become the property of Astound. Submission of the Entry shall constitute an assignment of the copyright and all other rights to the Entry. Once an Entry is submitted, Astound may make all or part of the information provided in the Entry available for public viewing on Astound’s website or via Social Media platforms, and each Nominee expressly consents to Astound’s use of its name to the extent necessary to do this. All Entries will be reviewed by Astound before being made public.

ASTOUND BUSINESS SOLUTIONS assumes no responsibility for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, or garbled or jumbled transmissions, or service provider/Internet/website/use net accessibility or availability, traffic congestion, or unauthorized human intervention. Astound reserves the right to modify, suspend, or terminate the SWEEPSTAKES and any other promotion in whole or in part by giving such notice, in any form and manner deemed appropriate by Astound. Should any promotion be modified, suspended, or terminated as aforesaid, the prizes will nevertheless be awarded from eligible Entries previously received and in accordance with these Official Rules before such modification, suspension, or termination.

- 4. CONDITIONS OF ENTRY:** A qualified Entry must be received via www.astound.com/business/smb/small-business-saturday/. Incomplete Entries may be declared void. By entering and accepting prizes, Nominator and Nominee respectively agree to comply with these Official Rules, including all eligibility requirements, and abide by selections and decisions of Astound regarding the SWEEPSTAKES, which shall be final and legally binding in all respects and not subject to further review in any forum. To enter, your computer must accept cookies, or any successor or similar technology (now known or hereafter devised or discovered), which may be used by Astound for the purposes of Entry tracking and as set forth in Astound's online privacy policy, which can be found at www.astound.com/business/legal-disclosures/privacy-policy/. Astound is not responsible or liable for lost, stolen, mutilated, incomplete, incorrect, delayed, late, interrupted, illegible or misdirected Entries. All Entries become the property of Astound.

RESTRICTIONS: You may enter more than once during the SWEEPSTAKES period but each Entry MUST be a nomination for a different business. One person cannot nominate the same business duplicate times. Eligible SWEEPSTAKES entrants can nominate themselves as a Nominee or submit an Entry as a Nominator by nominating another eligible Nominee. [Multiple Entries for the same Nominee (from different Nominators) will increase the Nominee's chance of winning.] Each eligible SWEEPSTAKES entrant may only win one Prize at one business location.

5. PRIZES:

There will be one (1) Prize Winner in each market Astound serves selected on or about January 4, 2023. Each Prize Winner shall receive:

- o Twelve (12) months bill credit for free internet services up to a maximum speed of 1 Gig, at one location, up to \$229.95 per month
- o Approximate annual retail value of each Grand Prize is up to \$229.95 per month (\$2,759.40)

The prizes have no cash redemption value. Any federal and state taxes on the prize are the sole responsibility of the winners. For prizes above \$600, winners will be required to complete FORM W-9 and/or 1099 for tax reporting purposes. No substitution or transfer of prizes permitted, except at the sole discretion of Astound. If any portion of a prize is unavailable, Astound reserves the right to substitute that portion of a prize with a prize of equal or greater value. Astound shall use commercially reasonable efforts to deliver all prizes and shall retain all records related thereto. The Prize is provided subject to Astound's terms and conditions for Internet service (available at www.astound.com/business/legal-disclosures/terms-conditions/), and by accepting the Prize, each winning Nominee accepts and agrees to those terms and conditions.

For a copy of the winners list (available after January 4, 2023), send a request for a winners list and a self-addressed, stamped envelope to: "ASTOUND BUSINESS SOLUTIONS Small Business Saturday" Winners' List Request, ASTOUND BUSINESS SOLUTIONS, LLC, 650 College Road East, Suite 3100, Princeton, NJ 08540. All such requests must be received by February 4, 2023.

- 6. GENERAL CONDITIONS:** The Nominees featured in the Entries selected on the selection date identified above will be declared "winners" subject to the eligibility verification requirements set forth below. Astound will contact each Nominator and each Nominee whose Entry is chosen via email to notify them that their Entry was chosen and provide contact instructions. Each Nominator must then contact Astound using the provided contact instructions within any timeframe specified to coordinate prize fulfillment with the Nominee. Both the Nominator and the Nominee associated with selected Entries may be required to sign and return any applicable documents sent by Astound related to the SWEEPSTAKES, which may include, but are not limited to, a letter of prize acceptance, waiver of liability, and an affidavit of eligibility, within three (3) days of request. Failure of a Nominator or Nominee to return documents as specified, or prize notification not being successful or being returned as undeliverable, may result in the disqualification of the potential winner and, at Astound's discretion, an alternate winner being selected from eligible Entries previously received. Where permitted by law, winner (except in the case of a minor) agrees to grant to Astound and Astound's licensees, affiliates and assigns, the right to print, publish, broadcast and use,

worldwide, in any media now known or hereafter developed, including, but not limited to, the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further, without such additional compensation, appear for, or provide biographical information for use in any presentation or other activity, which may include filming, audio, video, electronic or other recordings and/or interviews as may be determined by Astound. Failure to make such appearances or grant such rights may result in disqualification with an alternate winner or potential winner selected from eligible Entries previously received and in accordance with these Official Rules. While not obligated to do so, Astound may in its sole discretion, bear such reasonable costs and expenses which Astound, in its sole discretion, deems appropriate for winners or potential winners to appear for a presentation or other activity. Further, by accepting a prize, winner agrees to release and hold harmless Astound, its parent, subsidiaries, licensees, affiliates, subsidiaries, advertising and promotion agencies, and their respective directors, officers, employees, representatives, and agents from any and all liability for any injuries, loss, or damage of any kind to person, including death, and property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any SWEEPSTAKES-related activity, or participation in this SWEEPSTAKES.

IN NO EVENT WILL ANY ASTOUND, ITS PARENT, SUBSIDIARIES, LICENSEES, AND/OR AFFILIATES AND RELATED COMPANIES, ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF www.Astound.com INCLUDING, BUT NOT LIMITED TO, PARTICIPATING IN THE SWEEPSTAKES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM SUCH WEBSITES. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON SUCH WEBSITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Astound reserves the right, at Astound's sole discretion, to disqualify any individual Astound finds, in Astound's sole discretion, to be tampering with the entry process or the operation of the SWEEPSTAKES or Astound's website; to be in violation of the terms of service of Astound's website; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike, unprofessional, or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed, or like entry methods will void all such Entries by such methods. In the event of a dispute as to Entries submitted by multiple users having the same email account, the primary account holder of the email account used to submit the Entry into the SWEEPSTAKES at the actual time of the Entry will be deemed to be the Nominator and must comply with these Official Rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization, which is responsible for assigning email addresses, or the domain associated with the submitted email address.

By entering the SWEEPSTAKES Nominators and Nominees consent and agree to receive email communications periodically from Astound including marketing messages about products and services offered by Astound or its affiliates. You can opt-out of receiving these communications at any time by clicking the unsubscribe link in the email communication.

7. **COLLECTION OF INFORMATION:** Astound will use the information provided to it in connection with the Sweepstakes for the purposes described in these Official Rules and will treat such information pursuant to Astound's Privacy Policy (which can be found at www.astound.com/business/legal-disclosures/privacy-policy/) and Web Site Disclaimer (which can be found at www.astound.com/policies-disclaimers/web-site-disclaimer/). ASTOUND will not sell, rent or otherwise transfer any information obtained throughout the course of this SWEEPSTAKES to any third party other than as may be required for the limited purpose of administering the SWEEPSTAKES. As stated above, the SWEEPSTAKES is not open to minors under the age of majority in their country of residence. In the event Astound discovers that an Entry has been received from or is seeking to nominate an individual under the age of eighteen (18), Astound will promptly delete, erase or destroy any and all information that contained in or obtained from such Entries.
8. **SPONSOR:** The SWEEPSTAKES is sponsored and administrated by ASTOUND BUSINESS SOLUTIONS, LLC; 650 College Road East, Suite 3100, Princeton, NJ 08540.