## Philips Avent Gift Set Giveaway Official Rules

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

- 1. Eligibility: Philips Avent Gift Set Giveaway(the "Sweepstakes") is open to individuals who are at least eighteen (18) years old at the time of entry who are legal residents of the United States. Employees of Philips Electronics North America Corporation, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void and 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:** Philips Consumer Lifestyle, a division of Philips Electronics North America Corporation, 1600 Summer Street, Stamford, CT 06905. **Administrator:** Philips Consumer Lifestyle, a division of Philips Electronics North America Corporation, 1600 Summer Street, Stamford, CT 06905.
- **3. Timing:** The Sweepstakes begins on June 1, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on February 15, 2016 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time keeping device for this Sweepstakes.

## 4. How to Enter:

Register for Avent Newsletter with promotion code from Promotional Marketing or go to Philips website at <a href="www.avent.com/rewards">www.avent.com/rewards</a> to register for Avent newsletter:. Go to <a href="www.avent.com/rewards">www.avent.com/rewards</a> and enter promotion code found in marketing material of Philip Avent or go to Philips website at <a href="www.avent.com/rewards">www.avent.com/rewards</a> to subscribe, sign up, and/or join the Avent Newsletter/Database/CRM program. Submit all necessary information to register to receive Avent Newsletter. All mandatory fields must be completed to be eligible for entry. You will automatically receive one (1) Sweepstakes entry into the drawing for the prize.

<u>Limit</u>: Each entrant may enter one (1) time during the promotional period. Multiple entrants are not permitted to share the same email address or text-messaging capable device. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" of an email address, 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. Potential winners may be required to show proof of being the authorized account holder.

5. Winner Determination and Verification: Administrator is a Philips Avent representative whose decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Administrator will randomly select potential Sweepstakes winners, from all eligible entries received on during the following periods: 6/2/2015 through 7/21/2015, 7/22/2015 through 8/31/2015, 9/1/2015 through 10/27/2015, 10/28/2015 through 12/15/2015, 12/16/2015 through 1/16/2015. Winners will be selected on 8/22/2015, 10/1/2015, 11/2/2015, 1/18/2016, and 2/15/2016. An entry is eligible for the drawing for the period during which they signed up in. The potential winners will be notified by email and/or phone after the date of random drawing. Each potential winner (parent/legal guardian if winner is a minor in his/her place of residence) will be required to sign and submit a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize.

## 6. Prizes:

- 5 Grand Prize(s) will be awarded each "round" of winner selection- see dates in section 5 "Winner Determination and Verification.": The Grand Prize will consist of a Philips Avent Gift Set (approximate retail value: \$50). Total approximate retail value of all prizes combined: \$500.Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value.
- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, , affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective 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 Promotion or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. 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. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. 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 the Official Rules of this 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.

- **10. 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 cellular networks, 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; or (5) 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, if it is possible. Sweepstakes, or any part of it, is discontinued 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, unawarded, eligible prize claims.
- 11. 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 Southern District of New York or the appropriate New York State Court located in New York, NY; (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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy (http://www.usa.philips.com/privacypolicy)
- **13. Winner List:** For a winner list, please send a SASE to: Philips Avent Gift Set Monthly Sweepstakes, c/o Colleen Kirk, Philips Electronics North America Corporation, 1600 Summer Street, Stamford, CT 06905.