

## MILITARY STAR “HOME FOR THE HOLIDAYS” SWEEPSTAKES – OFFICIAL RULES

23 SEPTEMBER 2022 – 20 OCTOBER 2022

**NO PURCHASE IS NECESSARY TO WIN. PURCHASE WILL NOT IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.**

**TOTAL PRIZE POOL VALUE: \$51,500**

Administered by Army and Air Force Exchange Service.

Prizes sponsored by Sony PlayStation, Hisense, WestPoint Home, Ashley Furniture, Bissell and Cuisinart.

- 1. Eligibility:** All authorized patrons of exchange facilities and the Commissary who are eighteen (18) years of age and older, good standing with purchase activity within the past 12 months of the last day of the giveaway period are eligible to participate, except employees of any exchange (including military personnel assigned to an exchange and exchange retirees), exchange concessionaires, contractors or representatives providing in-store service or working in an exchange facility, DeCA employees, and employees of participating MWR operations and the immediate family members of the above. Immediate family includes spouse, children, parents, persons in loco parentis and resident members of the employee's immediate household. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Entries earned by the use of your MILITARY STAR card enter only the official MILITARY STAR accountholder into the Sweepstakes.
- 2. Sweepstakes Period/Entry Periods:** The official Sweepstakes begins 0001 hrs. CST September 23, 2022 and ends 2359 hrs. CST October 20, 2022.
- 3. How to Enter:** Use your MILITARY STAR card for two (2) purchases at any commissary operated by the Defense Commissary Agency (DeCA and Commissary) and for two (2) purchases at any military exchange or participating MWR facility between September 23, 2022 and October 20, 2022 and automatically earn one (1) entry into the MILITARY STAR “Home for the Holidays” Sweepstakes. Exchange facilities include any Army & Air Force, Navy, Marine Corps and Coast Guard exchange operation, [shopmyexchange.com](http://shopmyexchange.com), [myNavyExchange.com](http://myNavyExchange.com), [ShopCGX.com](http://ShopCGX.com) and exchange concessionaires. Participating MWR operations are those at which MILITARY STAR is accepted. Limit one entry per person during the entry period. A purchase does not increase the chances of winning.
- 4. Alternate Entry Form:** No purchase required to enter. To enter without making a purchase with MILITARY STAR, mail a postcard (no larger than 6” x 4.25”) with your full legal name, address, phone number (including area code) to:

Exchange Credit Program

c/o MILITARY STAR “Home for the Holidays” Sweepstakes

P.O. Box 650410

Dallas, TX 76256-0410

Alternate entries must be postmarked by Thursday, 20 October 2022. Entrants must be authorized patrons of both the exchange and the Commissary. Alternate methods of entry are limited to one per person during the entry period. Incomplete entries are void.

All materials submitted become the property of the Exchange and will not be returned. No mechanically reproduced entries permitted. Illegible/incomplete entries/claims are void. The Exchange is not responsible for lost, late, damaged, delayed, postage-due, incomplete or illegible entries/claims or entries/claims not received by entry/claim deadline. Winners must sign and return an Affidavit of Eligibility/Release of Liability Form within thirty (30) days of notification. Noncompliance within this time period may result in disqualification and selection of an alternate winner by random draw. Return of any prize/prize notification as undeliverable may result in disqualification. Acceptance of prize constitutes permission to the Exchange to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by applicable law. By accepting prize, winners agree to release and hold the U.S. Government, the Exchange and Exchange employees, harmless against any and all claims and liability arising out of use/acceptance of prize. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion, and the acceptance/use of prize. The Exchange is not responsible for any typographical or other error in the printing, the offering or the announcement of any prizes or in the administration of the promotion.

**5. Sweepstakes prizes:**

Five (5) winners will each receive a \$5,000 check issued by the Exchange (Not a MILITARY STAR account credit or gift card).

Ten (10) winners will each receive a \$2,500 check issued by the Exchange (Not a MILITARY STAR account credit or gift card).

Fifteen (15) winners will each receive a \$100 Exchange gift card.

**6. Selection of winner:** Thirty (30) entries from among all eligible entries received will be chosen via random drawing to be held by Tuesday, 1 November 2022 and deemed the Winners. Winner's eligibility will be subject to verification. Grand Prize Winner(s) must be eligible to obtain sponsorship for admittance to base locations for sweepstake prize presentations.

**7. Force Majeure/Approval and Unforeseen Occurrences:** If for any reason the Sweepstakes cannot be conducted as planned by reason of tampering, unauthorized intervention, fraud, errors or any other causes beyond the control of the Exchange that, in the sole opinion of the Exchange, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, or if fire, flood, explosion, war, embargo, government requirement, fraudulent, criminal or grossly negligent acts, security breaches, civil or military authority, terrorism, acts of God, acts or omissions of carriers or any other cause beyond the Exchange's control interferes with the sweepstake's proper conduct as contemplated by these Official Rules, as determined by the Exchange in its sole discretion, the Exchange may, without prior notice, terminate, modify or suspend the Sweepstakes, in whole or in part.

8. **Conditions:** The Exchange will make the final determination as to which entries are eligible to take part in the Sweepstakes. Odds of winning depend on the number of eligible entries received.
9. **Notification and Verification Process:** Winners shall be notified of the location and procedures for acceptance by Exchange HQ via email, mail or telephone no later than Friday, 11 November 2022. A Winner's failure to respond to the notification email or telephone call within seven (7) calendar days of notification, and/or a failed delivery will result in prize forfeiture. Winners will be required to execute and return a Sweepstakes Acceptance Form and a Video/Photography release Form within seven (7) calendar days of when the notice was sent, or the prize will be forfeited. If there is a failed delivery of the prize or prize notification, then the prize will be forfeited. The Exchange reserves the right not to award unclaimed prizes. Receiving a prize is contingent upon compliance with these Official Rules.

**Tax information:** Winners are solely responsible for taxes, if any, on their respective prizes and will receive an IRS Form 1099 in accordance with federal law for value of their prize.

10. **Prizes:** One prize per person. No prize substitution or cash redemption is allowed by winner. Prizes are not transferrable. Winner is solely responsible for taxes and fees associated with claiming their prize, including any travel and transportation costs associated with collecting the prize. Gift cards are subject to restrictions and an expiration date may apply.
11. **Rights:** By entering into the Sweepstakes, entrants agree and grant to the Exchange permission to make available and display and otherwise distribute entrants' name, photographs, registered username and statements worldwide in all media now known or hereafter developed in perpetuity without compensation. By entering into the Sweepstakes, entrants are consenting to be automatically opted-in to receive email, social media and print advertisements from the Exchange and may opt out upon receiving the first advertising message. All information will be treated in accordance with Exchange's privacy policies and kept confidential. By participating, entrants expressly agree and specifically consent to be contacted by email, for purposes of sending Promotion-related information.
12. **Governing law:** This Sweepstakes is subject to all applicable federal laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants' rights and obligations of the Sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with Federal law. Entrants, by their participation, agree that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal court.
13. **Disclaimer:** The Exchange reserves the right to remove any entry for any reason without notice to the entrant. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is

assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to show proof of being the Authorized Account Holder. The Exchange, its promotional and advertising agencies, and contractors will have no liability and by entering into the Sweepstakes, entrants' release and hold harmless the Exchange and Contractors from any claims, suits or causes of action arising out of any damage, loss or injury to person or property due in whole or in part, directly or indirectly, by reason of participating in the Sweepstakes or the acceptance, possession, use, or misuse of any prize. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Acceptance of prize shall constitute and signify the prize winner's agreement and understanding that the Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its quality, merchantability, fitness for a particular purpose or mechanical condition. The Exchange is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by the Exchange on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in this Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Exchange, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification. The Exchange reserves the right to: (i) Permanently disqualify from any Sweepstakes it sponsors any person it believes has violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal. The Exchange reserves the right to substitute prize(s) of equal or greater value should the featured prize become unavailable. In the event that any of the Sweepstakes are postponed or cancelled due to circumstances beyond the Exchange's control, the Exchange reserves the right to schedule an additional Sweepstakes in place of the one postponed/cancelled.

14. **Winners List:** For a list of prize winners, send a self-addressed, stamped envelope for receipt by Monday, 12 December 2022 to: Exchange Credit Program c/o MILITARY STAR "Home for the Holidays" Sweepstakes, P.O. Box 650410, Dallas, TX 76256-0410.
15. **Sponsor:** Army and Air Force Exchange Services, 3911 S. Walton Walker Blvd, Dallas, TX 75236.

**LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE EXCHANGE'S**

**WEBSITE OR INTERFERE WITH THE OPERATION OF THIS SWEEPSATKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE EXCHANGE RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

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