

# **Mountain View Publishers “Bust the Bank” Instant Scratch & Win Promotion**

## **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Eligibility.** The Mountain View Publishers Scratch and Win Promotion (the “Promotion”) is open only to legal residents of the fifty (50) United States (excluding NY, FL and RI) and the District of Columbia who as of the time of entry, are 18 years of age or older. Void where prohibited by law. Employees of Mountain View Publishers, or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes, and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes participant’s full and unconditional agreement to these Official Rules, as well as Sponsor’s decisions and/or interpretations under these Official Rules, 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.** The Promotion is sponsored by Mountain View Publishers, P.O. Box 6760, Broomfield, Colorado 80021.

3. **Timing.** The Promotion begins on December 1<sup>st</sup>, 2016 at 12:00 a.m. MT and ends on the earlier of December 31<sup>st</sup>, 2017 at 11:59 p.m. MT or when all Scratch Cards are distributed (the “Promotion Period”).

4. **To Participate.** During the Promotion, participants will automatically receive one (1) scratch-for-chance-to-win card (“Scratch Card”) by mail at the mailing address on file for the participant.

Limit one (1) Scratch Card and/or one (1) prize redemption per person per month. Those who wish to participate without making a purchase may request a free Scratch Card by sending a self-addressed, stamped envelope to: MVP, Attn: Free Scratch Card, PO Box 6760, Broomfield, CO 80021. All requests must be postmarked by December 28<sup>th</sup>, 2017 and received by Sponsor no later than December 31<sup>st</sup>, 2017.

5. **Entry.** A total of 50,000 Scratch Cards will each contain 25 squares. To play, scratch off only 5 of the 25 squares per Scratch Card. If more than 5 squares and the “special play” box are revealed, in whole or in part, the Scratch Card is void and participant is disqualified. By scratching 5 squares on the Scratch Card, the possibility of a prize will be revealed. If Scratch Card contains a prize message, then participant has won the prize indicated subject to verification and compliance with these Official Rules. Prize messages are designated by finding a “money stack” image in a total of 5 of the squares scratched off. Other conditions and restrictions may apply. Prizes cannot be combined with any other offer or sold or redeemed for cash.

6. Prizes/Odds of Winning (at start of promotion)\*

Prize Message Revealed	Prize Level - "Special Play"	Prize Amount (ARV)	Number of Scratch Cards Available *	Odds of Winning*
5 Money Stacks	A (4 stars)	\$10,000.00	3	1:53,130
5 Money Stacks	B (3 stars)	\$5,000.00	150	1:53,130
5 Money Stacks	C (2 stars)	\$2,500.00	1,350	1:53,130
5 Money Stacks	D (1 star)	\$500.00	13,497	1:53,130

There are 50,000 scratch cards available. Odds of correctly revealing five (5) identical "stacks of money" symbols on a scratch card are approximately 1:53,130. **In the event the number of winners exceeds a total of \$20,000; consisting of one Level A prize of \$10,000 and any combination of other prize levels that total \$10,000, the total number of prizes will be equally divided between all verified winners.**

For all prizes: Prizes are non-transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner.

6. Prize Claims. Potential Prize winners must present the winning Scratch Card to Mountain View Publishers at MVP, PO Box 6760, Broomfield, CO 80021 for redemption. All prize claims must be received by Sponsor by December 31<sup>st</sup>, 2017. After December 31<sup>st</sup>, 2017, prizes identified in a Scratch Card lose all value. UNCLAIMED PRIZES WILL NOT BE AWARDED. A Scratch Card submitted for redemption becomes the property of Sponsor and will not be returned. All Scratch Cards are subject to verification by Sponsor. Scratch Card is void if Scratch Card fails to pass verification process, or is photocopied, reproduced, altered, forged, defaced, tampered with, or mutilated in any way. Scratch Card will also be void if defective or it contains printing or other mechanical errors or is printed or produced in error, or if it is determined that Scratch Card was stolen or not obtained via legitimate means. No Prize will be awarded to the holder of any Scratch Card, which is determined to be void. If due to a printing, production or other error, more prizes are claimed than are intended to be awarded for any prize level per the above, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded. Not valid with any other offer or discount.

7. Entry Conditions and Release. By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Sponsor and its parents, subsidiary(ies), and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, members, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all

claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an participant's participation in the Promotion and/or participant's acceptance, use or misuse of prize.

8. **Publicity.** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor 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.** Scratch Cards are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Scratch Cards contain or are the result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. No more than the stated number of prizes will be awarded. In the event that a production, seeding or printing error 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. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reason or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process, the Scratch Cards or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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: (a) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Promotion; (d) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Promotion or receipt or use or misuse of any prize. If, for any reason, a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor at its 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 event that

production, technical, seeding, programming or any other reasons cause more than 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 by law, as a condition of participating in this Contest, Participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, including but not limited to prizes 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 the participant; (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 Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased.

12. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy located at [www.mountainviewpublishers.com/rules/SC201](http://www.mountainviewpublishers.com/rules/SC201).

13. Results

For results, send a hand-printed, self-addressed, stamped envelope to: MVP, ATTN: Scratch Card Winners, PO Box 6760, Broomfield, Colorado 80021.

Abbreviated Rules:

NO PURCHASE NECESSARY. Mountain View Publishers "Bust the Bank" Scratch & Win Promotion is open to legal residents of the 50 United States (excluding NY, FL and RI) and D.C. at least 18 years old. Begins 12/1/16 at 12:00 a.m. MST and ends on the earlier of 12/31/17 at 11:59 p.m. MST or when all scratch cards distributed. Number of Scratch Cards Available: \$10,000.00 (3); \$5,000.00 (150); \$2,500.00 (1,350); \$500.00 (13,497). Odds: 1:53,130. ARV of all Prizes available \$20,000.00. To request a free Scratch Card, send a self-addressed, stamped envelope to: MVP, Attn: Free Scratch Card, PO Box 6760, Broomfield, CO 80021. Potential prize winners must present the winning Scratch Card to Mountain View Publishers at MVP, PO Box 6760, Broomfield, CO 80021 for redemption. Subject to complete Official Rules located at [www.mountainviewpublishers.com/rules/SC201](http://www.mountainviewpublishers.com/rules/SC201). Void where prohibited. Sponsored by Mountain View Publishers, Inc.