

## Seattle's Best Coffee Twitter Party Sweepstakes Official Rules

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

These are the Official Rules (the "Rules") for the Seattle's Best Coffee Twitter Party Sweepstakes ("Sweepstakes") and they govern entry into the Sweepstakes. By entering into the Sweepstakes you affirm your desire to participate in the Sweepstakes and your agreement to be bound by these Rules.

### **SPONSOR AND ADMINISTRATOR**

Sweepstakes Sponsor: Starbucks Corporation 2401 Utah Avenue S. Seattle, WA 98134 (the "Sponsor"). Sweepstakes Administrator: Hunter Straker, a division of AMG Marketing Services, LLC 383 Main Avenue, Floor 7, Norwalk, CT 06851 (the "Administrator"). No association or business relationship is claimed with Twitter, Inc.

### **ELIGIBILITY**

The Sweepstakes is open to legal residents of the continental United States, Alaska, Hawaii and the District of Columbia (the "Territory") who at the time of entering the Sweepstakes are located in the Territory and are at least 18 years of age. Void where otherwise prohibited by law. Employees of Sponsor, Administrator, Publix Super Markets, Inc. ("Publix"), their respective parent companies, affiliates, subsidiaries, advertising agencies, and the immediate family members (and any person living their same household, whether or not related) of each such employee, are not eligible. All Sweepstakes entrants agree to be bound by and comply with these Rules and by participating in the Sweepstakes are confirming that they meet the eligibility requirements. Entrants may enter the Sweepstakes as many times as they wish. Entries and entrants must also comply with the Twitter Terms of Service and Twitter Rules available at [www.twitter.com](http://www.twitter.com). Entries generated by any automated means or with the intent to subvert the entry process are void.

### **ENTRY**

Entry can be made in two ways. First, you may submit an RSVP form to attend the Seattle's Best Coffee Twitter Party prior to the close of the Contest Period, as defined below, and use your free Twitter account to respond to the Sweepstakes Tweets and include "#GreatTaste" (without the quotation marks) in the response during the Sweepstakes Period. Sponsor and/or Administrator reserve the right to exclude any potential winners if their username, profile information, or tweets are offensive, vulgar, or contrary to the overall message of the Sponsor in the Sponsor's and/or Administrator's discretion.

**Alternate Free Entry Method:** Second, you may also enter by sending an email message to [twitterparty@hunterstraker.com](mailto:twitterparty@hunterstraker.com) with your name, address, telephone number, Twitter handle

(user name), and email address. All entries must be received by the end of the Sweepstakes Period as defined below.

### **WINNER SELECTION AND NOTIFICATION**

At the end of the Sweepstakes Period, twenty (20) potential winners will be randomly drawn from the entries received during the Period. In the event that the same person's entries are chosen more than once, then that person will only win one (1) prize and a new entry will be drawn. Potential winners will be announced on Twitter by their Twitter handles immediately following the close of the Sweepstakes Period. Such potential winners will be required to confirm their eligibility, sign a Release and to provide contact information so that the prize can be delivered. In the event a potential winner is not eligible to win or fails to respond to the request for further information within three (3) days, then a new potential winner will be chosen until there are twenty (20) eligible winners. Upon confirmation of the winners, Administrator shall send to each such winner, to the email address such winners provide to Administrator, an affidavit of eligibility and a liability and publicity release (the "Release"). In order to receive his or her prize, a winner must, within fourteen (14) days of their receipt of the Release, fully and accurately complete it and send it to the Administrator via email to [twitterparty@hunterstraker.com](mailto:twitterparty@hunterstraker.com) or via U.S. mail at the following address: Hunter Straker, a division of AMG Marketing Services, LLC Attn: SBC Publix Sweepstakes, 383 Main Avenue, Floor 7, Norwalk, CT 06851. In the event of a dispute over an entry made by way of Twitter, the authorized account holder of the Twitter account, as defined as the person who is assigned to that account by [www.twitter.com](http://www.twitter.com), used to enter will be deemed to be the entrant.

### **SWEEPSTAKES PERIOD**

The Sweepstakes begins at 7:00 pm Eastern Standard Time (EST) on June 25, 2014 and continues through 8:00 pm EST on June 25, 2014 (the "Sweepstakes Period" or "Period"). Sponsor's computer shall be the official time keeper. Alternate email entries received any time prior to the end of the Period will be eligible notwithstanding the fact that they may have been received prior to the start of the Period.

### **PRIZE AND PRIZE LIMITATIONS**

Twenty (20) prizes will be awarded in conjunction with the Sweepstakes. Each prize consists of one (1) Publix gift card for fifty dollars (\$50.00). All taxes, gratuities and incidental expenses are the sole responsibility of the prize winner. One (1) prize per winner. Sponsor and/or Administrator will not replace any lost or stolen gift cards or other prize materials including prizes lost in the mail. The approximate retail value of each prize is \$50.00. Total approximate retail value of all prizes combined is \$1,000.00. Administrator reserves the right to substitute a prize with a different gift card of the same or greater value. All Publix gift card terms and conditions (and any substitute gift card terms and conditions) apply to the use of the prizes, and are incorporated herein by reference. Within fourteen (14) days of receipt by the Administrator of a completed Release from an eligible winner, the winner's prize will be mailed via U.S. mail to the mailing address that such winner provides to the Administrator. No postage, shipping, or

handling fees will have to be borne by prize winners (except to mail the Release). Prize winners are responsible for paying applicable taxes on prize value.

### **ODDS OF WINNING**

The odds of winning a prize are dependent on the number of eligible entries received by Sponsor during the Sweepstakes Period. No purchase is necessary to enter this Sweepstakes, and making a purchase does not increase your odds of winning a prize in this Sweepstakes.

### **WINNERS LIST**

A list of winners may be obtained by sending a written request via U.S. Mail for such list to Administrator within six months after the end of the Sweepstakes Period. Such requests must be mailed and addressed to:

Hunter Straker, a division of AMG Marketing Services, LLC  
Attn: SBC Publix Sweepstakes  
383 Main Avenue, Floor 7  
Norwalk, CT 06851

### **GENERAL CONDITIONS**

#### **Release/Publicity Release**

By entering you agree to Sponsor's use of your Tweet, Twitter icon and Twitter handle for promotional purposes in connection with the Sweepstakes without compensation.

By participating in the Sweepstakes, entrants hereby release and agree to indemnify and hold harmless Sponsor, Administrator, Publix, and each of their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (the "Released Parties") from any and all claims, liabilities, losses, damages or expenses of any kind arising as a result of the entrant's participation in the Sweepstakes, receipt of and use of prize, including, without limitation, injury to entrant or entrant's property. Except where prohibited by law, each entrant hereby agrees that if they are a winner, Administrator may include their name and address in a published list of winners and they hereby grant to Sponsor permission to use their name for advertising and promotion in connection with the Sweepstakes, without additional compensation. Except where prohibited by law, each entrant agrees that if they are a winner, they will execute and deliver to Administrator the Release confirming their eligibility and their release of the Released Parties from liability in connection with the Sweepstakes, receipt of and use of prize, and that they have granted Sponsor permission to use their name, tweet, Twitter icon and Twitter handle for advertising and promotion in connection with the Sweepstakes. Entrants agree that if they are a winner they will confirm the foregoing release and permission in such additional written publicity and liability releases as may be requested by Sponsor or Administrator from time to time.

#### **Liability Limitations/Disclaimers**

Sponsor, Administrator and their agents are not responsible for late, incomplete, misdirected or undelivered entries or other communications, or for the inability to access the internet during the Sweepstakes Period. Sponsor and Administrator are not responsible for any incorrect or inaccurate information or failure, whether caused by tampering, or by any of the programming or equipment associated with or used in this Sweepstakes and assume no responsibility for any errors, omissions, glitches, deletion, defect, interruption or delay in operation or transmission or communication. Furthermore Sponsor and/or Administrator will not be liable for any attempted entries made by way of Twitter, which are not seen by Sponsor/Administrator or their agents due to reasons, including but not limited to, Twitter's automatic filtering of search results, privacy settings, or misspellings. Such examples are made by way of illustration and shall not act as a limitation. In its sole determination, Administrator may disqualify any entrant who tampers with or abuses any aspect of the Sweepstakes. Administrator shall disqualify anyone who violates these Rules. Should any portion of the Sweepstakes be, in Administrator's sole opinion, compromised by virus, software defects, non-authorized human intervention or other causes which, in the Administrator's sole opinion, corrupt or impair administration, security, fairness or proper play of this Sweepstakes or submission of entries, Administrator may suspend, modify, or terminate the Sweepstakes (including, without limitation, selecting winners from among the entries received prior to such suspension, modification or termination or as otherwise deemed fair and appropriate by the Sponsor). **TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER SPONSOR, ADMINISTRATOR NOR ANY OF THE RELEASED PARTIES SHALL BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S PARTICIPATION IN THIS SWEEPSTAKES, USE OF ANY PRIZE RECEIVED, OR USE OF THE ENTRANT'S NAME, HANDLE OR OTHER INFORMATION INCLUDED ON A TWITTER PROFILE IN CONNECTION WITH THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OF LIABILITY SET FORTH ABOVE AND THUS SOME OF THE LIMITS AND EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

#### **CHOICE OF LAW**

These Rules shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to any principles of conflicts of law. In the event of any dispute between you and Administrator or Sponsor arising out of these Rules or in connection with the Sweepstakes, you, Administrator, and Sponsor irrevocably consent to the exclusive jurisdiction

of the state and federal courts located in Duval County, Florida having subject matter jurisdiction thereof, and do hereby waive any objection thereto based on lack of personal jurisdiction or inconvenient forum.