

Bartell's Battle of the Brands

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. WINNERS MUST HAVE A WASHINGTON STATE ADDRESS. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or Twitter, or any of their subsidiaries.

- (1) **BINDING AGREEMENT:** To enter the **Bartell Drugs Battle of the Brands** (the "Contest"), you must agree to these Official Rules (the "Rules"). Please read these Rules prior to entry to ensure you understand and agree. Your Entry (as defined below) in the Contest constitutes your acceptance to these Rules.
- (2) **CONTEST PERIOD:** The Contest begins at **10:00 a.m. PT on March 6, 2023** and ends at 11:59 p.m. PT on **March 29, 2023** (the "Entry Period").
- (3) **ELIGIBILITY:** To be eligible to enter the Contest, an "Entrant" or "You" must be a legal U.S. resident who is eighteen (18) years of age or older and **living in the State of Washington**. The Contest is void outside of the State of Washington, and where prohibited by law. Employees and contractors of Bartell Drugs, and each of their subsidiaries, affiliates, and respective officers, advertising and promotion agencies, and representatives ("Contest Entities"), and members of such employees' and contractors' immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live), and members of their households (whether related or not) are ineligible to participate in the Contest. Eligibility will be determined by Sponsor at its sole discretion.
- (4) **SPONSOR:** Bartell Drugs (the "Sponsor"), 200 Newbury Commons, Eters, PA 17319. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, or Twitter, or any of their subsidiaries.
- (5) **HOW TO ENTER:** There are 2 ways to enter the Contest: The first is to create a prediction bracket to submit for a chance to win \$250. You can also enter to win one of 15x \$35 gift cards by submitting your votes. You do not have to create a prediction bracket in order to vote. You may only enter a prediction bracket once or vote once per voting round. All entries become the sole and exclusive property of the Sponsor. Receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, misdirected, or corrupted entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. **Anyone found to use multiple accounts to enter the Contest will be ineligible.**

- (6) **USE OF CONTEST INFORMATION:** Notwithstanding any contrary provision in Bartell Drug's privacy policy, Entrants grant Bartell Drugs the rights to use all information related to the Contest, including information provided by Entrants in connection with the Contest, for marketing purposes, including email marketing, unless prohibited by law. Restrictions, conditions and limitations apply.
- (7) **PRIVACY:** You are providing your information to Bartell Drugs. Entrants agree that personal data submitted with an Entry, including name, email address, and phone number may be collected, processed, stored and otherwise used by Bartell Drugs for the purposes of conducting and administering the Contest. By entering the Contest, Entrants agree to the transmission, processing, disclosing and storage of this personal data by Bartell Drugs. All personal information that is collected from the Entrant is subject to Bartell Drug's privacy policy (<https://www.bartelldrugs.com/company/notice-of-privacy-practices/>).
- (8) **GRAND PRIZE DESCRIPTION AND RANDOM DRAWINGS/ODDS:** One (1) \$250 Bartell's Gift Card will be awarded to a winner chosen at random from the pool of brackets that perfectly predict the champion and winners of all voting rounds. Fifteen (15) \$35 Bartell's Gift Cards will be awarded to winners chosen at random from all entrants who voted during each round. Odds depend on the amount of entrants.
- (9) **RELEASE AND INDEMNIFICATION:** By entering the Contest, Entrant agrees, to the maximum extent permitted by law, to release, indemnify, defend, and hold harmless Bartell Drugs, Facebook, Twitter, their respective parents, subsidiaries, affiliates, directors, officers, and employees, at all times from and against any and all liability, claims, demands, injuries, losses, damages, costs, and expenses (including reasonable attorney fees) resulting from any act, default, or omission of the Entrant and/or a breach of any warranty set forth herein.
- (10) **LIMITATIONS OF LIABILITY:** The winners assume liability for losses or injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. If the Contest is not capable of running as planned for any reason, Bartell Drugs reserves the right to cancel, terminate, modify, or suspend the Contest at any time.
- (11) **FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Washington, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Contest are hereby excluded, and Entrants expressly waive any and all such rights.

(12) **ARBITRATION:** By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Bartell Drugs arising out of these Rules, shall be submitted for binding arbitration in the Seattle, WA, USA area.

(13) **GENERAL CONDITIONS:** This Contest is subject to all federal, state, and local laws and regulations. Void where prohibited. Bartell Drugs reserves the right at its their sole discretion to disqualify any individual they find to be tampering with the entry process, the operation of the Contest, or to be acting in violation of these Rules.