

## 2013 GRAND OPENING SWEEPSTAKES RULES & REGULATIONS

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**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**NO PURCHASE OR PAYMENT OF ANY KIND WILL IMPROVE YOUR CHANCES OF WINNING THIS SWEEPSTAKES.**

**CONSUMER DISCLOSURE: You have not won a prize!**

OPEN ONLY TO LEGAL RESIDENTS OF THE MYMIDOHIO.COM SERVICE AREA WHICH INCLUDE ONLY THE FOLLOWING 10 STATE OF OHIO COUNTIES LISTED: RICHLAND, CRAWFORD, WYANDOT, MARION, MORROW, DELAWARE, KNOX, ASHLAND, HURON, AND SENECA COUNTIES WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

**1. PROMOTION PERIOD.** Promotion begins 11/24/2013 at 12:01 AM ET and ends 1/31/2014 at 11:59 PM ET, by when all entries must be received ("Promotion Period").

**2. ELIGIBILITY.** This sweepstakes (the "Promotion") is only open only to legal residents of the MyMidOhio.com service area which include only the following 10 State of Ohio counties listed: Richland, Crawford, Wyandot, Marion, Morrow, Delaware, Knox, Ashland, Huron and Seneca who are 18 years of age or older as of the date of entry except officers, directors, members, and employees of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. Void where prohibited.

By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor.

**3. HOW TO ENTER:** NO PURCHASE OR PAYMENT OF ANY KIND TO ANY ENTITY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. NO PURCHASE OR PAYMENT OF ANY KIND TO ANY ENTITY WILL IMPROVE YOUR CHANCES OF WINNING THIS SWEEPSTAKES.

1. Any time during the promotion period any individual meeting the eligibility requirements may visit the MyMidOhio.com website at [www.mymidohio.com/account.html](http://www.mymidohio.com/account.html) and follow one of the links available to register an account. By registering an account with the MyMidOhio.com website the individual will receive one (1) entry into the sweepstakes (sweepstakes entry).

Individuals who already have an account in good standing at the time of the start of the

promotional period will also automatically receive 1 entry into the sweepstakes(sweepstakes entry). In both cases no further action is required.

**ADDITIONAL ENTRIES:**

2. Entrants who keep their accounts in good standing by following the MyMidOhio.com Terms of Service found at [www.mymidohio.com/legal-terms.html](http://www.mymidohio.com/legal-terms.html) will automatically receive one (1) additional entry into the sweepstakes for each Member Reward Point accumulated from interacting with the MyMidOhio.com site. 1 Member Reward Point is earned any time a member interacts with any of the following free community services offered by the site: 1 point for posting a classified ad, 1 point for casting a vote in a survey, 1 point for posting a comment to a news article, 1 point for opening a new thread in the forums, 1 point for posting a reply to a thread in the forums, 1 point for submitting an event to the calendar of events, and 1 point for submitting a news article that is then approved by an administrator. All user posted content must conform to the Terms of Service (see link above) or it will be removed from the site and no points will be awarded.

If an individual is not a MyMidOhio.com member or the Entrant is Member but does not wish to interact with the site to earn additional sweepstakes entries then all persons/individuals may enter and earn additional sweepstakes entries as follows:

1. Hand print his/her name, complete mailing address, phone number and the following statement "I certify that I am 18 years of age or older and therefore eligible to participate in this sweepstakes." On a plain 3 inch by 5 inch piece of paper and mail it in a hand-addressed stamped envelope to: **MyMidOhio.com 2013 Grand Opening Sweepstakes, PO BOX 3671, Mansfield, OH 44907-0671**. The date of entry will be the date the entry is postmarked. Mailed entries must be postmarked by the last day of the promotion period. Limit one mailed entry per envelope. Mechanically reproduced mailed entries are automatically void with the exception that visually impaired or handicap individuals who are unable to hand write their entries are permitted to submit mechanically produced entries provided that photocopy documentation is included with the entry that confirms this condition.

Each timely received and properly mailed entry will receive 1001 'sweepstakes entries' into the promotion. Limit of 2 mailed entries per person may be submitted at any time during the promotion period.

**Limit 2002 sweepstakes entries per Individual regardless of method of entry.** Any attempt by any participant to obtain more than the maximum number of entries permitted by using multiple/different e-mail addresses, identities, registrations and logins, automated entry services or any other method will void that Entrant's entries and that Entrant may be disqualified. MyMidOhio.com's database clock will be the official time keepers for eligible entries in the Sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

All entries become the property of the Sponsor and will not be acknowledged or returned. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

**4. WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about 02/05/2014 (the "Drawing Date"). Any potential winner will be notified by mail or email and/or telephone. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion.

**5. PRIZE DESCRIPTION.**

<b># of Winners</b>	<b>Prize Description</b>	<b>Approximate Retail Value</b>
1	Name Brand Tablet PC	\$179.00

Total Approximate Retail Value: \$179.00

**6. TAXES.** All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

**7. ODDS OF WINNING.** The odds of winning this Promotion depend on the number of eligible entries received.

**8. NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

**9. CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively,

“Claims”). Except where prohibited: (i) entry into the Promotion constitutes the consent of the entrant, without further compensation, to use his/her name, likeness, biographical data, and contact information for editorial, advertising, marketing, publicity, and administrative purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within five (5) days from the date that Sponsor first tries to notify the potential winner. Sponsor may conduct a background check to confirm any potential winner’s eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If the prize includes participation in any public event(s) or publicity, or if Sponsor Entities intend to publicize the winner in any way, and if a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of any Sponsor Entity, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

**10. GENERAL RULES:** The Promotion Entities are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or for any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the entries in the Sweepstakes. Promotion Entities are not responsible for printing or typographical errors in any Sweepstakes-related materials; for stolen, lost, late, misdirected, postage-due, damaged, incomplete, inaccurate entries or mail, or for entries that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error, including any injury or damage to Entrant's or any other person's or business' computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes, or inability to access any web site associated with Sweepstakes, or process any action thereon. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or any websites; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or business. Any attempt by any Entrant, person or business 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 Entrant, person or business 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. The

Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the online portion of the Sweepstakes if it is not capable of running as planned, including, but not limited to, the following reasons: infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of the Sponsor, and Sponsor will have the right to award all Sweepstakes prizes (based on date received) to those entries chosen in a random drawing from among all eligible entries received prior to the action requiring such modification and all eligible mailed entries received. In the event of a dispute as to the identity of a winner who is an account holder, the entry will be deemed made by the authorized account holder. The "authorized account holder" is the natural person assigned a "userid number" by MyMidOhio.com. In the event of a dispute as to the identity of a mail-in winner, the entry will be deemed made by the name of the person listed on entry. The Promotion Entities shall have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or any prize awarded. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes or the redemption, use or mis-use of any prize. Normal Internet access and usage charges imposed by your online service may apply.

**11. DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is cancelled or terminated, pursuant to subparagraph (iii) or (iv), 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. (vi) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE

MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**12. APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of New York, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Richland County, Ohio. Should there be a conflict between the laws of the State of Ohio and any other laws, the conflict will be resolved in favor of the laws of the State of Ohio. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

**13. WINNER LIST.** For a list containing the name(s) of the winner(s), send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Winner List, "2013 Grand Opening Sweepstakes", PO BOX 3671, Mansfield, Ohio 44907.

**14. SPONSORSHIP.** This Promotion is sponsored by Xentrex LTD; DBA: MyMidOhio.com, PO BOX 3671, Mansfield, Ohio 44907; (individually and collectively, the "Sponsor").