

OFFICIAL RULES: 2019 Job Search Experience Survey

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

THE PROMOTION (as defined below) IS SUBJECT TO THESE OFFICIAL RULES AND BY ENTERING, EACH ENTRANT UNCONDITIONALLY AGREES TO BE BOUND BY THEM.

1. Eligibility: The 2019 Job Search Experience Survey Promotion (the “Promotion”) is open only to individuals who, at the time of entry, are (i) at least eighteen (18) years old; (ii) are legal residents of one of the fifty (50) United States (including the District of Columbia). The Promotion is void and not available where prohibited by law. Headquarters employees of Express Services, Inc., its affiliates or subsidiaries, and office employees of the franchisees of Express Services, Inc., as well as any individual or entity involved with the design, production, execution, or distribution of Promotion or the survey related to the Promotion, are not eligible to participate in the Promotion nor or any of 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 whether related or not). The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes your full and unconditional agreement to these Official Rules and Sponsor’s decisions concerning these Official Rules and the Promotion, which are final and binding in all matters related to the Promotion. Winning a Prize, as defined herein, is contingent upon fulfilling all requirements set forth herein.

By entering into the Promotion, you (“Entrant”) represent and warrant that you (i) are age 18 or older and are entering this Promotion on behalf of yourself or a minor that you are the parent or legal guardian of; (ii) meet the eligibility requirements herein; and (iii) have read and agree to the terms and conditions herein on behalf of yourself and (where applicable) your minor child.

2. Sponsor and Administrator. Sponsor and Administrator: Express Services, Inc., 9701 Boardwalk Blvd. Oklahoma City, OK 73162 (“Sponsor”).

3. Timing. The Promotion begins on December 2, 2019 at 12:00 A.M. Eastern Standard Time (“EST”) and ends on December 16, 2019 at 11:59 P.M. EST (the “Promotion Period”). Sponsor’s computer is the official time keeping device for this Promotion.

4. How to Enter. To enter the Sweepstakes online complete the 2019 Job Search Experience Survey, which can be found on the following website <https://jobsearchexperiences.questionpro.com> (the “Website”) during the Promotion Period.

You will receive one (1) entry into the Promotion upon successful completion and submission of the online entry form found via the Website.

Personally-identifying information of Entrants shall be used by Sponsor only with respect to this Promotion, and shall be destroyed after the end of the Promotion and the acceptance of Prizes, as defined herein, except to the extent Sponsor is required by law to maintain and/or disclose such information.

Multiple participants are not permitted to share the same email address. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries or registrations, which will be disqualified. In the event of a dispute as to any entry or registration, the authorized account holder of the email address used to enter or register will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

By submitting an entry into the Promotion, you represent and warrant that you have received all rights, releases and permissions which may be necessary with respect to the content in your entry. Entries must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry is created. Sponsor may withdraw or disqualify an entry at any time without notice. Upon submission on an entry, such entries and the content contained with each entry shall become the sole and exclusive property of Sponsor and will not be returned.

5. Winner Selection. Prize Drawing: There are five (5) potential prizes set forth in detail below (the “Prizes”) and five (5) Prize Winners or Winners (as defined below).

On or after December 16, 2019 five (5) Prize Winners will be randomly selected from all eligible online entries received during the Promotion Period. The first five (5) entries drawn will be eligible for the Prize and the Entrant of such entry will be notified by phone, email, or in person within five (5) business days of the actual drawing date. These potential Winners will be required to respond to such notification within five (5) days of the first notification attempt. Prize Winners shall also be required to complete an Affidavit of Eligibility and Liability/Publicity Release, which must be completed, executed and returned within fourteen (14) days of the date on Affidavit of Eligibility and Liability/Publicity.

Sponsor shall have no liability for any winner notification of any kind that is lost, intercepted or not received by a potential Winner for any reason.

If a potential Winner does not respond within five (5) days of the first notification attempt or is returned as unclaimed or undeliverable, or if the potential Winner is found to be

ineligible, or if he or she has not complied with or does not agree with these Official Rules or declines a Prize for any reason, such potential Winner shall be disqualified and shall forfeit his or her Prize and an alternate winner shall be randomly selected from the remaining pool of entries. If there is still no confirmed Winner of the Prize after such attempts have been made, the Prize may go unawarded.

The foregoing process is the “Prize Selection Process.” Upon verification by Sponsor that the Entrant/potential Winners contacted by Sponsor as potential Winners pursuant to the Prize Selection Process are eligible to win in accordance with these Official Rules, and upon agreement by the potential Winners of these Official Rules and acceptance of a Prize, the Entrant/potential Winners will be a “Prize Winner” or “Winner” as used herein.

6. Prize. FIVE (5) identical prizes are available, each consisting of one (1) \$200 Visa gift card.

Total Prizes Approximate Retail Value (“ARV”): \$1,000.00
Each Prize’s ARV: \$200.00

Prize is non-transferable, cannot be sold or gifted, may not be redeemed for cash, and will not be replaced if lost or stolen. Should the Winner elect not to take his/her Prize, the Prize shall be forfeited and no alternative prize or compensation of any kind shall be awarded for forfeited prize elements and shall not be subject to further or alternative compensation.

No cash equivalent for the Prize. The Prize consists only of the elements expressly set forth above. Any other expense, fee, and/or incidental costs not expressly stated in the Prize description above shall not be included in the Prize. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Winner is responsible for all taxes and fees associated with Prize receipt and/or use. Actual retail value of Prize may vary; neither Winner nor guest will receive difference between actual and approximate retail value. Odds of winning depend on the number of eligible entries received during the Promotion Period. ARV for Prize may vary depending upon various factors. The ARV for Prize is an estimate made before the Promotion begins. All Prize elements are subject to availability and rules, terms and policies applicable to each element of the Prize

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND SPONSOR’S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. WINNING A PRIZE IS CONDITIONED ON ACCEPTANCE OF THESE RULES.

7. Entry Conditions and Release. By entering, each participant, Entrant, and Winner agree 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 parent, subsidiary, franchisees and affiliated companies and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion or the websites and online forms

used in connection with the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability for any reason under any theory, whether arising under contract, statute or tort (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), the broadcast, exploitation or use of entry and/or the inability to use all or any element of the Prize; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to the Promotion and/or acceptance, use, inability to use or misuse of a Prize.

YOU ADDITIONALLY ACKNOWLEDGE AND AGREE THAT SPONSOR MAY CEASE OFFERING THE PROMOTION AND ANY AND ALL ELEMENTS OF THE PRIZE AT ANY POINT BEFORE, DURING OR AFTER THE PROMOTION PERIOD IN THE EVENT SPONSOR DETERMINES IN ITS SOLE DISCRETION THAT FAILING TO DO SO MAY SUBJECT SPONSOR TO LIABILITY, AND YOU HEREBY WAIVE ANY AND ALL CLAIMS RELATED TO THE SAME.

8. Publicity. Except where prohibited by law, acceptance of a Prize constitutes Winner’s consent to Sponsor’s 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. IF ENTRANT IS CHOSEN AS A PRIZE WINNER, ENTRANT’S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT’S NAME ON A WINNER’S LIST AS REQUIRED BY STATE LAW.

9. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reasons, including, but not limited to, 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 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 or if the Entrant’s entry is deemed to be obscene, unlawful, vulgar, lewd, derogatory, inappropriate, or otherwise not in good taste, as determined in Sponsor’s sole discretion. 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. All participants, Entrants, and Winners participate in the Promotion and use and/or accept elements of the Prize at their own risk. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether or not caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any Prize; and/or (6) the unavailability of any Prize element or the inability of any Entrant to receive the Prize under applicable law, rule or policy. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Promotion play, 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.

Entrants and any other individual or entity participating in the Promotion agree that any and all claims, judgments and awards resulting and/or arising out of these Official Rules, the Prize, the Promotion, or entry therein shall be limited to actual out-of-pocket costs directly related to entry into the Promotion, and in no event shall include attorneys' fees, and all rights to claim any damages other than actual out-of-pocket expenses directly related to entry into the Promotion is hereby waived, including, without limitation, punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

11. Disputes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations hereunder and in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules (whether of the State of Oklahoma or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oklahoma. Any and all disputes, claims and causes of action arising out of or connected with this Promotion or any Prizes awarded shall be resolved individually without resort to any form of class action. Any disputes, claims, or controversies arising out of or concerning the Promotion, the Prize or these Official Rules, shall be resolved exclusively through arbitration. This agreement to arbitrate is intended to be construed broadly and shall survive the Promotion. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be undertaken pursuant to the Federal Arbitration Act. The arbitration shall be held in Oklahoma City, Oklahoma. The decision of the arbitrator shall be final, conclusive, and binding and enforceable in any court of

competent jurisdiction. Each party shall bear its own costs and attorneys' fees in connection with the arbitration. The arbitrator shall not award punitive or consequential damages, and the parties hereby waive any rights to such damages.

12. Promotion Results. To obtain a copy of the Winner list, send a self-addressed stamped envelope to the **Franchise Systems Department**, Express Services, Inc., 9701 Boardwalk Blvd., Oklahoma City, Oklahoma 73162. Winner's list requests will only be accepted after the end of the Promotion Period and no later than January 31, 2020. VT residents may omit return postage when requesting a Winner's list. These Official Rules will be posted at the Website during the Promotion Period.

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