OFFICIAL BICYCLE CARDS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THIS PROMOTION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, PROVINCIAL AND LOCAL LAWS.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM. BY ENTERING, ENTRANTS RELEASE INSTAGRAM FROM ANY AND ALL LIABILITY RESULTING FROM THIS PROMOTION.

1. **Sponsor:** The United States Playing Card Company, 300 Gap Way, Erlanger, Kentucky 41018 (collectively the “Sponsor”).

2. **Entry Period:** Official Bicycle Cards Giveaway ("Promotion") begins at 8:00 a.m. Eastern Standard Time on October 2, 2019 and ends upon Official Bicycle Cards obtaining its 100,000th Instagram® follower or no later than October 10, 2019 (“Entry Period”).

3. **Eligibility:** Entrants must be, as of the date of entry, (a) a legal resident of the fifty (50) United States or the District of Columbia, and (b) legal age of majority in the state in which they reside (unless prohibited by applicable law) and (c) are physically located within the fifty (50) United States including the District of Columbia, at the time of Entry (as defined below) (“Entrant”). Directors, officers and employees of Sponsor and its affiliates, parents, subsidiaries and advertising and promotion agencies and their respective immediate families (spouse, parents, siblings and children) and those living in their same households are not eligible to enter or win this Promotion. Entry constitutes entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Sponsor’s decisions. The decisions of Sponsor in regards to all matters related to this Promotion are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

4. **How to Enter; Entry Requirements:**

   A. No purchase is necessary to enter or participate in the Sweepstakes. An Entrant may enter the Sweepstakes in accordance with the requirements and one (1) of the entry methods described below ("Entry(ies)").

   - **Sweepstakes Instagram Entry Method.** Followers of OfficialBicycleCards, United States Social Media Platform pages will receive a post at or around the beginning of the Sweepstakes Period. To enter the Sweepstakes for Prize #1, a potential entrant must (1) like the post and (2) share the post. To enter the Sweepstakes for Prize #2, a potential entrant must (1) follow OfficialBicycleCards Instagram® and be the 100,000th follower on this United States Social Media Platform.

   B. **Alternate Email Entry (“Email”) Entry Method for Prize #1.** Alternate Email Entry (“Email”) Entry Method: Entrant must submit an entry request pursuant to the instructions and requirements stated below. Entrant must submit an Email Message to Official Bicycle Cards Email account (usplayingcard@newellco.com) in English, which includes the
following information: Entrant’s first and last name, age, complete address (no PO Boxes and including ZIP Code), telephone number and email address, and having the subject line of “Official Bicycle Cards Instagram Sweepstakes.” The Email must be sent to usplayingcard@newellco.com, and must be sent no later than 11:59 EST on 10/10/19. Upon Sponsor’s receipt of the entry message, Entrant will receive one (1) Entry into the Sweepstakes. Any attempted form of Entry, other than the entry methods described herein, or Entries made on another’s behalf by any other individuals or any other entity, including but not limited to: (i) Entries made by a commercial contest/sweepstakes subscription notification and/or entering service; (ii) Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method; (iii) Duplicate and/or substantially similar Entries, as determined by Sponsor in its sole discretion; (iv) and/or incomplete Entries, are ineligible will be declared invalid and disqualified from this Sweepstakes.

C. **Limits.** An Entrant may submit unlimited entries and may only be eligible to win one (1) time during the Sweepstakes Period. Once an Entry is submitted, it cannot be deleted, cancelled or modified. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. The Potential Winner(s) (as defined below) may be required to show proof of being an authorized account holder. All Entries become the property of Sponsor and will not be acknowledge or returned.

D. **Valid Entries.** Sponsor will determine in its sole discretion what constitutes a valid Entry, and Sponsor reserves the right to reject or disqualify any Entry which Sponsor determines to be inconsistent with the letter or spirit of these Official Rules, or potentially damaging to its, the Sweepstake’s, or another’s image or reputation. Entries, and all contemplated uses thereof, may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has obtained owner’s written permission to use (Sponsor’s discretion); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, e-mail addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vi) materials which violate anyone’s reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, any affiliated entity or any other person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; and (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and (xi) shall not violate any applicable federal, state or local laws or ordinances.

E. **Representations & Warranties.** By submitting an Entry, Entrant represents and warrants that Entrant is the creator and sole copyright owner of the Entry, has not been previously published, has not won previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and was created in a legal and safe manner. If the Entry contains any material or elements that are not owned by the Entrant or provided by the Sponsor, and/or are subject to the rights of third parties, Entrant represents and warrants that Entrant has
obtained, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the Entry.

5. **Selection and Notification of Winner:**

A. Sponsor will conduct a single (1) random Drawings (defined below). The Drawing will be conducted in Erlanger, KY. To be eligible to be selected as a Potential Prize Winner in the Prize Drawing, Entrant must submit and Sponsor must receive a valid Entry by the end of the Entry Period.

B. **Drawing.** Sponsor will conduct a total of one (1) random Drawing on the drawing date specified below (each a “Drawing”), in which one (1) Entrant will be selected from amongst all valid Entries received by the Drawing’s entry deadline specified below as a potential winner of Prize Package #1; the 100,000th Instagram follower of Official Bicycle Cards will win Prize #2 (each a “Potential Winner”). Subject to verification and compliance with these Official Rules, the Potential Winner will be deemed a winner (“Winner”) and will receive the prize (either Prize #1 or Prize #2 dependent on entry type).

   **Drawing Date.** Upon Sponsor reaching 100,000th Instagram follower or alternatively, October 10, 2019.

C. Potential Winners will be contacted by Sponsor through Instagram or email or phone or similar means. Potential Winners must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits. In the event that a Potential Winner does not respond to Sponsor’s initial notification and meet all eligibility requirements within seventy-two (72) hours, or if prize/prize notification is returned as undeliverable, Sponsor reserves the right to disqualify such Potential Winner and select an alternate Potential Winner (in which case the initial Potential Winner will forfeit his or her prize). In the event that three (3) or more Potential Winners (with respect to the same prize) do not respond to Sponsor’s initial notification and meet all eligibility requirements within seventy-two (72) hours, or if the prize/prize notification to three (3) or more Potential Winners (with respect to the same prize) is returned as undeliverable, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Odds of winning depend upon the total number of eligible entries received.

6. **Prizes:**

A. Each Prize Package (as defined below and referred to collectively herein as a “Prize Package”) does not include any taxes, surcharges, or other expenses not expressly listed herein and shall be the sole responsibility of Winner. The Prize Package cannot be used in conjunction with any other promotion or offer. All details and other restrictions of any Prize Package not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prize Package is non-assignable and non-transferable. Other than as expressly permitted by these Official Rules, no cash alternative or prize substitution will be allowed, except that Sponsor reserves the right in its sole discretion to substitute any item contained in a Prize Package with an
item of comparable value, if any item listed in the Prize Package is unavailable, in whole or in part, for any reason. The approximate retail value (“ARV”) may vary and may change subject to current market conditions at the time of the Prize Package award, however the ARV at the time these Official Rules were drafted is set forth below. The Winner will not be responsible for any applicable sales tax.

(a) **Prize #1.** Prize #1 has a total ARV of $50.00 and will be given to 1 winner. It will consist of the following:
- One 125th Anniversary Collector Case and two new Bicycle® Metalluxe™ decks ($50.00)

(b) **Prize #2.** Prize #2 has a total ARV of $35.00 and will be given to 1 winner. It will consist of the following:
- Two Bicycle® Metalluxe™ Prototype decks in Black and Rose Gold ($35.00)

B. In the event a Potential Winner cannot or declines to accept a prize as stated, Sponsor reserves the right to disqualify such Potential Winner and choose an alternate Potential Winner. In the event that three (3) or more Potential Winners (with respect to the same prize) cannot or decline to accept a prize as stated, Sponsor will not be obligated to select any additional alternate Potential Winners, and if Sponsor so elects, that prize will not be awarded. Winners may not substitute, assign or transfer any prize or redeem any prize for cash, but Sponsor reserves the right to substitute a prize with a prize of equal or greater value if the advertised prize becomes unavailable. Any difference between approximate retail value and actual value of any prize will not be awarded. **PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

7. **General Conditions:** Neither Sponsor nor its agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Sponsor nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Promotion, the processing or judging of entries or the announcement of the prizes or that may occur in any Promotion-related materials or limit prize fulfillment or a participant’s ability to enter the Promotion. Sponsor further assumes no liability for the cancellation, modification or premature conclusion of the Promotion for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Sponsor reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Sponsor may at its sole discretion select winner from entries received prior to action taken or as
otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her/its entry) who attempts to undermine the legitimate operation of the Promotion or violates these Official Rules.

Each entrant, by entering the Promotion, agrees (a) to release, indemnify and hold harmless Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party’s intellectual property rights), resulting in whole or in part, directly or indirectly, from entrant’s participation in this Promotion or in any related activity or entrant’s acceptance, possession, use, misuse or nonuse of any prize and (b) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use, as applicable, his/her/its name, photograph, likeness, voice, location and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Entrants represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state or local law or rule or any applicable school district/board or school rule or regulation. All taxes on prizes are solely the responsibility of the winner.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

All entries must be submitted in the name of an individual, and prizes will only be awarded to the individual whose name is on each winning entry, regardless of other circumstances. In the event of a dispute over the identity of any Potential Winner, the entry will be declared made by the authorized account holder of the account used for entry, and Potential Winner may be required to provide identification sufficient to show that he/she/it is the authorized account holder.

Sponsor reserves the right to cancel the Promotion at any time and substitute another promotion in its place.

Failure by Sponsor to enforce any of its rights at any stage of the Promotion does not constitute a waiver of such rights.

8. Privacy: Please see Sponsors’ privacy policies at http://www.newellbrands.com/Pages/PrivacyPolicy.aspx regarding Sponsors’ use of personal information collected in connection with this Sweepstakes.
9. **Disputes:** Each entrant agrees that (1) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Georgia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees; and (3) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than actual out-of-pocket expenses and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants and Sponsor in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. Section and paragraph headings are included only for convenience and shall not affect the interpretation of any of the provisions of these Official Rules.

10. **Winners List:** To obtain a copy of these Official Rules, print this page. To obtain a copy of the winners list, send a self-addressed, stamped envelope to be received by April 30, 2020 to The United States Playing Card Company, Attn: Marketing, Official Bicycle Cards Sweepstakes, 300 Gap Way, Erlanger, KY 41018.

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