

Classmates Mortgage & Gas Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN.

PURCHASE DOES NOT IMPROVE ONE'S CHANCES OF WINNING.

VOID IN THE PROVINCE OF QUEBEC (CANADA) AND WHERE PROHIBITED BY LAW.

THIS SWEEPSTAKES IS OFFERED ONLY IN THE 50 STATES OF THE U.S., D.C., AND CANADA (EXCLUDING QUEBEC) AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY.

Eligibility: The **Classmates Mortgage & Gas Giveaway** ("Sweepstakes") is only open to permanent legal residents of the fifty (50) states of the U.S., the District of Columbia, and Canada (excluding the province of Quebec), who are physically located and residing therein (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions), who are 18 years of age or older as of June 2, 2008. Entrants must possess a valid social security number, social insurance number or federal tax identification number issued by the appropriate government agency at time of entry. Employees of the Sweepstakes Entities (defined below), members of their immediate families (parents, children, siblings, spouse) and/or persons living in the same household as such persons (whether related or not) are ineligible to participate in this Sweepstakes.

Sweepstakes Description: This Sweepstakes begins at 7:00:00 a.m. PT on Monday June 2, 2008 and ends at 6:59:59 a.m. PT on Sunday August 3, 2008 ("Sweepstakes Period"). For purposes of this Sweepstakes, all times refer to Pacific Time ("PT"). The Sweepstakes consists of nine (9) weekly sweepstakes drawings ("Weekly Sweepstakes"). Each Weekly Sweepstakes begins at 7:00:00 a.m. PT on a Monday and ends at 6:59:59 a.m. PT the following Monday with the exception of the last Weekly Sweepstakes which ends at 6:59:59 a.m. PT on Sunday August 3, 2008. In order to participate, you must be registered with Classmates.com (www.classmates.com/win) (The "Web Site").

How to Register Online: To participate in any of the Weekly Sweepstakes drawings, you must be registered with the Web Site. There is no fee to register with Classmates.com. If you are not registered with Classmates.com, access the Web Site, follow the online instructions to find your school, complete (and thereafter submit) your Class/Graduation Year, Year of birth, Title, complete First Name, complete Last Name, Last Name at graduation, valid Email address, and Zip code ("Registration Information"). All Registration Information is required for registration and must be true and correct per the Classmates' Terms of Service. **If a potential registrant is a resident of a jurisdiction that deems him/her to be a minor, he/she must obtain parental/legal guardian consent prior to registering or submitting any personally identifiable information.** You must be at least 18 years of age or older to register with the Web Site. Participants can only register with the Web Site under one (1) valid email address for which they are the authorized account holder. Once an email address has been registered by a participant, that email address cannot be used by any other person for this Sweepstakes. Only the participant registered under a particular email address may participate in this Sweepstakes.

How to Enter: During the Sweepstakes Period login to the Web Site and access your Classmates.com "My Profile" page. Once at your "My Profile" page you can either click on "Post a Photo" (if you have not posted any "Now" or "Then" photos) or you can click on "Replace" to update an existing "Now" or "Then" photo. You will receive one (1) entry into the current Weekly Sweepstakes for each successfully posted or updated "Now" or "Then" photo ("Internet Entry"). Internet Entries for a specific Weekly Sweepstakes must be received by 6:59:59 a.m. PT the following Monday after that specific Weekly Sweepstakes started. Internet Entries for the last Weekly Sweepstakes must be received by 6:59:59 a.m. PT on Sunday August 3, 2008. Photo(s) must differ from previously posted Photos and subject matter must be relevant to entrant's profile or such entry will be disqualified. All Photos submitted must be the original Photo taken by the entrant, entrant must own all rights, title and interest in all aspects of the Photo(s), and the Photo(s) must otherwise comply with Classmates [Privacy Policy](#) (<http://www.classmates.com/cmo/privacy.jsp>) and [Terms of Service](#)

(<http://www.classmates.com/cmo/terms.jsp>). By submitting Photo(s), entrants represent and warrant that the Photo(s) he/she submitted (a) is his/her original creation in accordance with these Rules, (b) has not been copied in whole or in part from any other work, (c) does not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity, (d) is his/her sole and exclusive property (if the Photo was taken by another person, he/she warrants and represents that he/she has obtained all rights and permission from such person so that he/she owns all rights, title and interest in all aspects of the Photo). By submitting Photo, Entrant further represents and warrants that he/she has all necessary rights to grant Sponsor the publication and use rights set forth below and in accordance with Classmates' [Privacy Policy](http://www.classmates.com/cmo/privacy.jsp) (<http://www.classmates.com/cmo/privacy.jsp>) and [Terms of Service](http://www.classmates.com/cmo/terms.jsp) (<http://www.classmates.com/cmo/terms.jsp>). As determined by Classmates Online, Inc. ("Sponsor") in its sole discretion, Photos that include material unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any third party's personal or proprietary rights will be disqualified. Photos which are otherwise in violation of these Official Rules as determined by Sponsor at its sole discretion will not be accepted and will not be eligible to receive entry into the sweepstakes. By entering this Sweepstakes, entrant (his/her parent/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) grants Sponsor the right: (i) to post/publish any and all Photos on the Web Site (and any other present or future media in which it is or may be published, including, without limitation electronic databases), or other websites owned, operated by or affiliated with Sponsor, without further compensation; and (ii) to modify, edit, adapt, and electronically alter Photos without compensation or further notice to entrant. Although Sponsor is granted the rights herein, it is not obligated to, nor does it represent or warrant that any Photo submitted by entrant will be published on the Web Site or otherwise, or that such publication will be free of technical errors, problems or compatibility issues and Sponsor shall have no liability related thereto.

To enter the Sweepstakes by mail without posting a Photo, legibly handprint your First Name, Last Name, Home Address (no P.O. Boxes), City, State, Zip Code, Phone Number (including Area Code), gender (optional) and Date of Birth ("Entry Information") on a standard sized postcard (no larger than 5" x 7"), enclosed in a postage-paid business size envelope (#10), and mail it to: **Classmates Mortgage & Gas Giveaway**, P.O. Box 10301, Burbank, CA 91510 ("Mail Entry"). Mail Entries must be mailed separately and received five (5) business days after that particular Weekly Sweepstakes has ended. Mail entries received after five (5) business days will be entered into the following Weekly Sweepstakes. Mail entries for the last Weekly Sweepstakes must be postmarked by August 4, 2008 and received by August 8, 2008. All required Mail Entry Information must be valid, and must be completed in full to be eligible to participate in the Sweepstakes. No copies, facsimiles or reproductions of Mail Entries will be accepted. **Limit two (2) Internet Entries or Mail Entries per person/registered user for the entire Sweepstakes Period.** Multiple Internet and Mail Entries in excess of the limit stated above will be disqualified.

Prizes/Odds of Winning: Ten (10) Grand Prizes will be awarded (One (1) Grand Prize will be awarded per Weekly Sweepstakes # 1 to # 8 and two (2) Grand Prizes will be awarded for Weekly Sweepstakes # 9): Each Grand Prize ("GP") winner will receive \$30,000 U.S. awarded in the form of a check issued in his/her name. **Approximate Retail Value ("ARV") of each Grand Prize is thirty-thousand dollars (\$30,000 U.S.).** Regardless of the actual mortgage payments that each GP winner may or may not have his/her prize in this Sweepstakes is one lump sum payment in the form of a check in the amount of \$30,000 U.S. **Notwithstanding the actual annual total mortgage payment amount each GP winner may or may not have, each GP for this Sweepstakes is one (1) check in the amount of \$30,000 U.S. issued in the name of each GP winner. One-hundred (100) First Prizes (Ten (10) First Prizes will be awarded per Weekly Sweepstakes # 1 to # 8 and twenty (20) First Prizes will be awarded for Weekly Sweepstakes # 9):** Each First Prize ("FP") winner will receive a five-hundred (\$500 U.S.) Gas Card. Actual Gas station the gas card is awarded from to be determined by Sponsor in its sole discretion. Gas cards subject to stated terms and conditions. **Total ARV of all prizes is \$350,000 U.S.** Limit one (1) Prize per person/family/household for the entire Sweepstakes Period. **Odds of winning a Weekly Sweepstakes prize depends on the total number of eligible Internet and Mail Entries (Collectively "Entries") received up to the**

entry deadline for that particular Weekly Sweepstakes drawing and non-winning eligible Entries received for previous Weekly Sweepstakes. If a potential Prize winner is a resident of a jurisdiction that deems him/her a minor, Prize will be awarded in the name of Prize winner's parent or legal guardian. If a winner forfeits a prize, his/her prize forfeiture will serve as complete fulfillment of the obligation by the Sponsor and no additional compensation will be awarded. Sponsor is not responsible for lost or stolen Gas Cards or GP checks (if applicable). Winners are solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. No substitution, transfer, (or in the case of First Prizes cash equivalent for the prize) is permitted, except that Sponsor may substitute a prize with one of equal value for any reason. Any depictions of prizes are for illustrative purposes only. Prizes and/or prize notifications will be shipped to street addresses in the U.S. or Canada (excluding Quebec) only. All federal, state, provincial, or other taxes are the sole responsibility of the Winners. Grand Prize winners will receive a 1099 from the Sponsor for the total ARV of prize (stated herein) that he/she won in the calendar year that he/she won.

Drawing and Notification of Winners: For Weekly Sweepstakes # 1 to # 8, one (1) Grand Prize winner and ten (10) First Prize winners will be randomly selected from among all eligible Entries received for that particular Weekly Sweepstakes in a drawing held on or about seven (7) business days following the end date of that particular Weekly Sweepstakes by the Sweepstakes administrator whose decisions are final and binding. For Weekly Sweepstakes # 9, two (2) Grand Prize winners and twenty (20) First Prize winners will be randomly selected from among all eligible Entries received for that particular Weekly Sweepstakes in a drawing held on or about seven (7) business days following the end date of that particular Weekly Sweepstakes by the Sweepstakes administrator whose decisions are final and binding. **Non-winning eligible Weekly Sweepstakes Entries will be retained for subsequent Weekly Sweepstakes drawings.**

The potential winners will be notified by email (at the email address provided during that entrant's Classmates Web Site registration) within forty-eight (48) hours from the time of the winner selection. Potential winners (if a resident of a jurisdiction that deems winners to be minors, their parent or legal/guardians) will have three (3) business days from the date of the notification email to respond. If a potential winner does not respond within this time frame, he/she may be disqualified and an alternate potential winner may be selected at Sponsor's sole discretion. If any prize or prize notification cannot be delivered or is returned as undeliverable, potential winner forfeits such prize. In the event that a potential winner cannot or does not comply with these Official Rules or is otherwise disqualified for any reason, Sponsor may award the prize to an alternate winner at its sole discretion. In addition, if the potential winner is from Canada, he/she will be required to correctly answer a time-based mathematical skill-testing question in order to be eligible for the prize. If an entrant changes his/her email address after he/she enters a specific Weekly Sweepstakes, it is his/her sole responsibility to update his/her email address by accessing his/her Classmates.com account and updating his/her email address by the end of that specific Weekly Sweepstakes.

General Conditions and Disclaimers: This Sweepstakes is subject to these Official Rules and all applicable federal, state, provincial, and local laws (collectively "Rules and Laws"). By entering this Sweepstakes, entrants agree to waive any right to claim any ambiguity or error in the Official Rules of the Sweepstakes, or the Sweepstakes itself, and agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final in all respects. Prize winners (his/her parent/legal guardian if a winner is a resident of a jurisdiction that deems him/her to be a minor) will be required to sign, execute, have notarized, and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where legal), and any other documentation that the Sweepstakes administrator and/or Sponsor may require (collectively "Affidavit/Release"), within five (5) days after receipt, or such potential winner will be disqualified, and an alternate potential winner (as applicable) may be selected at Sponsor's sole discretion. By returning the completed Affidavit/Release, winners (their parent/legal guardian if a winner is a resident of a jurisdiction that deems him/her to be a minor) attest to the authenticity of his/her winning Sweepstakes Entry and to the provisions stated therein including compliance with these Official Rules. Failure of a potential winner to timely return a fully executed Affidavit/Release, shall result in the potential winner's forfeiture of his/her prize, and may result, at Sponsor's sole discretion,

in the selection of an alternate winner. Sponsor and those involved in the development, handling, production, implementation and distribution of the Sweepstakes, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, prize suppliers, Sweepstakes administrator or any other persons/entities directly associated with this Sweepstakes (collectively "Sweepstakes Entities") are not responsible or liable for multiple Entries, Sweepstakes Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanics) or that are mechanically duplicated, mass machine printed, late, postage-due, destroyed, incomplete, lost, misdirected, forged, damaged, mutilated, tampered with or Sweepstakes Entries that are otherwise not in compliance with these Official Rules (whether due to the fault of the entrant, Sponsor, or any other Sweepstakes Entity), and all such Sweepstakes Entries will be disqualified. Sponsor has the right to use, assign or dispose of Sweepstakes Entries however it sees fit without approval of or compensation to entrant or any third party. Sweepstakes Entities are not responsible or liable for incorrect or inaccurate transcription of Internet and Mail Entry Information or if the Web Site becomes corrupted. If, for any reason, Sweepstakes is not capable of running as originally planned, Sponsor at its sole discretion, reserves the right to cancel, suspend or modify the Sweepstakes or any portion(s) thereof and conduct any or all the drawings from among all salvageable eligible Sweepstakes Entries received for that particular or all the drawings, if any, in a manner that is fair and equitable as determined by Sponsor. Any person attempting to defraud Sponsor or tamper with the Sweepstakes in any way will be prosecuted to the full extent permitted by law and will not be eligible for a prize. Once submitted, Entries become the sole property of Sponsor and will not be acknowledged or returned. Notwithstanding anything to the contrary in Sponsor's [Privacy Policy](http://www.classmates.com/cmo/privacy.jsp) (<http://www.classmates.com/cmo/privacy.jsp>), except where prohibited by law, winner's (his/her parental/legal guardian if winner is a resident of a jurisdiction that deems him/her to be a minor) acceptance of a prize constitutes permission of winner for Sponsor to use, without notice or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised, including, without limitation, on the Web Site, winner's name, city, state, likeness, voice, "Now" and "Then" Photo(s), biographical information and statements made by such winner for purposes of advertising, trade, promotion and publicity. By entering the Sweepstakes, each entrant hereby consents to the use of such entrant's personally identifiable information, submitted on the entry form as permitted in these Official Rules: (i) the Sponsor and/or the administrator may use any such information in connection with the implementation, administration or promotion of the Sweepstakes or otherwise required by law. Each entrant (his/her parental/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) agrees to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from use of any submitted Sweepstakes Entry or participation in this Sweepstakes. In case of a dispute over the identity of the entrant who submitted a winning Internet Entry (if applicable), the authorized account holder of the email address associated with that Entry will be deemed the entrant. The "authorized account holder" is deemed the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning Email addresses for the domain associated with the submitted email address. Said entrant must comply with these Official Rules and, at Sponsor's sole discretion, may be required to provide proof of ownership of the email account. By entering, entrants agree to comply with the Terms of Service and Privacy Policy of Web Site (both of which are available from the Web Site).

Release From Liability of Sweepstakes Entities: By participating, entrants agree that Sweepstakes Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with this Sweepstakes (including, but not limited to, misprinted or typographical errors on the Web Site or other Sweepstakes promotional materials), including participation, dispute over answer to math skill test questions for potential winner if a Canadian winner, acceptance/possession and/or use or misuse, and/or defects of the prizes awarded herein, even if caused by the negligence of the Sponsor and/or Sweepstakes Entities. Entrants further acknowledge that said Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prizes. Entrants agree to indemnify and hold harmless the Sweepstakes Entities, including without limitation the Sponsor, and each of them from and against any and all liability, damages, costs,

attorneys fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by entrant upon the Sweepstakes Entities in these Official Rules. Entrants also agree that the Sweepstakes Entities shall not be responsible for unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, interruption or inability to access or utilize the assets/tools designated for this Sweepstakes on the Web Site for any reason, or any combination thereof. Entrants further agree that the Sweepstakes Entities are not responsible or liable for any injury or damage to an entrant's or third party's computer and/or its contents, related to or resulting from any part of this Sweepstakes. Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of a prize supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Sponsor shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity arising out of or relating to the prizes awarded in this Sweepstakes, even if caused by the negligence of Sponsor.

Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or the appropriate California State Court located in Los Angeles County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for 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 the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

Official Rules/Names of Winners: For a copy of these Official Rules or the names of the winners, send a self-addressed, stamped envelope to: **Classmates Mortgage & Gas Giveaway "Rules" or "Names of Winners"** (specify which), P.O. Box 6611, Burbank, CA 91510. All requests must be received by October 3, 2008. The Official Rules will be accessible from the Web Site during the Sweepstakes Period. The names of the winners may be posted on the Web Site.

Sponsor: Classmates Online, Inc., 2001 Lind Ave SW, Ste. 500, Renton, WA 98055.

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