

Walmart Back-to-School Shopping Spree Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

- 1. ELIGIBILITY:** The Walmart Back-to-School Shopping Spree Contest is open only to legal residents of metropolitan St. Louis. Void where prohibited by law. Employees of Walmart Stores Inc. and each of their parent, subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their officers, directors, employees, shareholders and agents, and members of such employees' immediate families (defined for these purposes as including spouse, parents, children, and siblings and each of their respective spouses) and individuals living in the same household with such employees, are not eligible to win. Contest begins on Friday, July 9, 2010 at 12:01AM (CST) and ends at on Friday, July 30, 2010 at 11:59PM (CST), ("Contest Period").
- 2. TO ENTER ONLINE:** Log onto www.walmartbacktoschoolcontest.com, then follow the instructions to complete your essay and give your daytime telephone, evening telephone and valid parent or guardian's name during the Contest Period. One entry per person during the Contest Period. **One hundred** (100) winners will be selected at the end of the Contest Period. Winners will each receive a \$100.00 shopping spree. In order to receive the prize, each winner must be present and participate in the shopping spree August 6, 2010 at the Maplewood Walmart.
- 3. PUBLICITY RELEASE:** Except where prohibited by law, entry in the Contest constitutes each entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in commerce and all media worldwide (including without limitation, the Internet, television or offline promotions), each winner's name, city, photograph, likeness, voice, image, statements, descriptions, each in perpetuity without limitation or further compensation, credit or right of review or approval.
- 4. RANDOM DRAWING:** At the end of Contest Period, one hundred (100) winners will be selected from all eligible entries received. On or about 5:00pm, Monday, August 2, 2010 **winners** will be selected by employees of Walmart whose decisions shall be final and binding, as the administrator of this Contest. The winners will be notified by telephone and/or email. Winners must respond to such notification within twenty-four (24) hours after the notification is sent or an alternate winner may be selected from the remaining eligible entries. Upon prize forfeiture, no compensation will be given. **PRIZE:** Winners will each receive a

\$100.00 shopping spree. In order to receive the prize, each winner must be present and participate in the shopping spree August 6, 2010 at the Maplewood Walmart.

5. **WINNER** agrees to accept prize as is. Prize is non-transferable and non-assignable. No cash redemption or prize substitution allowed by Winner. All taxes on prize and other expenses related to accepting and/or using the prize not listed in these rules are the sole responsibility of Winner. The value of the prize will be taxable to Winner as income. Sponsor shall have no responsibility or obligation to any Winner or potential Winner who is unable or unavailable to accept or utilize prize as described herein. Prize will not be replaced or exchanged if lost or stolen. To be eligible for the prize, the potential Winner must complete and return an affidavit of eligibility/liability/publicity and release as well as any other documents which may be required by Sponsor or prize provider, within two (2) days of prize notification. Failure to do so will result in disqualification and the selection of an alternate winner will be drawn at random from remaining eligible entries. Upon prize forfeiture, no compensation will be given. At the Contest Entities' sole discretion, Contest entrants may be disqualified at any time for any reason permitted by these rules.
6. **ODDS:** Odds of being a Winner depends upon the number of eligible entries received.
7. **OTHER CONDITIONS:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, interruption in service, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Official Rules, or (c) the Contest becomes corrupted due to any reason (d) the Contests is otherwise not capable of running as planned. By entering, entrants agree to release and hold harmless Walmart Stores Inc. and its parent, subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, sub-contractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their officers, directors, employees, shareholders and agents, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest or acceptance, delivery or use of prize, including without limitation, the tickets. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, interrupted or unavailable network, server or other connections (ii) failure of any entry to be received by Sponsor due

to technical problems, telephone service problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, malfunction of phones, phone lines, other communications malfunctions, unavailable network connections, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof). By entering, entrants agree to comply with these Official Rules. Any entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to whom submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS PROMOTION IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW. THE MISSOURI COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF MISSOURI SHALL GOVERN THE PROMOTION. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

8. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association (AAA) then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Contest in no event attorneys' fees, punitive, incidental, consequential or other damages. All issues and question concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the State of MO, without giving effect to any choice of law or conflict of law rules or provisions (whether of MO or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than MO. The invalidity or

unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.