

**The UPS Store® 2020 Holiday Gift Giveaway Sweepstakes**  
Official Rules

**THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA. DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF ENTRY. THIS SWEEPSTAKES WILL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE UNITED STATES LAW. VOID WHERE PROHIBITED.**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

PLEASE READ THESE OFFICIAL RULES CAREFULLY BEFORE ENTERING THIS SWEEPSTAKES. DO NOT ENTER THE SWEEPSTAKES IF YOU HAVE NOT READ OR DO NOT AGREE TO OFFICIAL RULES.

THESE OFFICIAL RULES AFFECT YOUR LEGAL RIGHTS BY REQUIRING BINDING ARBITRATION OF CLAIMS, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY. IF YOU DO NOT AGREE TO ARBITRATE YOUR CLAIMS AGAINST SPONSOR, DO NOT ENTER THE SWEEPSTAKES. BY ENTERING THE SWEEPSTAKES, YOU AGREE ALL CLAIMS OR DISPUTES BETWEEN US THAT ARISE OUT OF OR RELATE TO THE SWEEPSTAKES OR YOUR PARTICIPATION MUST BE RESOLVED THROUGH MANDATORY, BINDING ARBITRATION, RATHER THAN LITIGATION IN COURT. YOUR ENTRY INTO THE SWEEPSTAKES SIGNIFIES YOUR AGREEMENT TO THESE OFFICIAL RULES.

**Sweepstakes Administrator:** Erwin Penland, LLC (the "Sweepstakes Administrator"), 110 E Court St #400, Greenville, SC 29601.

**Sponsor:** The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92121-7706.

**1. Entry Period:** "The UPS Store® 2020 Holiday Gift Giveaway Sweepstakes" ("**Sweepstakes**") begins on December 7, 2020 at 12:00:00 am Pacific Time ("**PT**") and ends on December 20, 2020 at 11:59:59 pm PT (the "**Promotion Period**").

**2. Eligibility:** This Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older at time of entry. Employees and directors of The UPS Store, Inc. ("**Sponsor**"), The UPS Store® franchisees and each of their associates, Erwin Penland, LLC, and each of their respective subsidiaries, affiliates, parent companies, suppliers, distributors, advertising, promotion or any other agencies or entities involved with this Sweepstakes (collectively the "**Released Parties**") as well as the immediate family defined as spouses, (biological, adoptive or step-) parents, siblings, children and each of their respective spouses (regardless of where they reside) and household members of each such employee/director (whether related or not) are not eligible to enter or win a prize. Void outside the 50 United States/DC and where prohibited. By participating, entrants: (i) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Sponsor and the decisions of Sponsor, which are final and binding in all respects; (ii) acknowledge compliance with these Official Rules; (iii) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; and (iv) agree to comply with any and all applicable federal, state and local laws, rules and regulations.

**3. How to Enter:** Visit [TheUPSStore.com/holidaygiveaway](https://TheUPSStore.com/holidaygiveaway) ("**Website**") during the Promotion Period and, as prompted, provide your name and email address and confirm your agreement to the following by

clicking on the “submit” button: (a) whether you opt to receive news, promotions and offers by email from The UPS Store, Inc. headquarters (you may opt-out at any time without affecting your ability to enter the Sweepstakes or your odds of winning a prize in the Sweepstakes); (b) that you are 18 years of age or older at time of entry; and (c) to all other terms and condition of the Official Rules. (If you do not agree to all of the above, your entry may be disqualified.) **LIMIT ONE (1) ENTRY PER HOUSEHOLD.**

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries (i.e., more than one [1] entry) by using multiple/different email addresses or any other methods may void all that entrant's entries and that entrant may be disqualified. Use of any robotic, automated, programmed, or similar system or third-party entry services to participate is prohibited and may result in disqualification. In the event of a dispute as to ownership of any entry, the entry will be deemed made by authorized account holder of the email address submitted at the time of entry. “**Authorized account holder**” is defined as the natural person who is assigned to the email address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. It is the responsibility of the entrant to notify the Sponsor in writing if the entrant changes his/her email address during the Promotion Period. Proof to Sponsor’s satisfaction of being the authorized account holder of the email address may be required of potential winners.

You may enter the Sweepstakes under only one email address. Proof of submission is not proof of receipt of entry. Receipt of entries will not be acknowledged. Sponsor’s computer is the official clock for the Sweepstakes. All entries submitted in compliance with these Official Rules and not disqualified are considered “**Eligible Entries.**”

**4. Random Drawing/Odds:** One (1) grand prize winner will be randomly selected on or about December 23, 2020, from among all Eligible Entries received by the entry deadline. The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. The potential prize winner will be notified by a Sponsor representative via the email address provided by potential winner at time of entry. Odds of winning depend on the total number of Eligible Entries received.

**5. Prizes:** One (1) Grand Prize will be awarded. Prize is an iPhone 12 (ARV: \$829.00).

iPhone® is a trademark of Apple Inc., registered in the U.S. and other countries. Apple is not a participant in or sponsor of this promotion. Prize is non-transferable. No substitution or cash equivalent is permitted, except in Sponsor’s sole discretion. Sponsor reserves the right to award a prize of equal or greater value in the event the identified prize is unavailable. Winner is not entitled to the difference between the approximate retail value and the actual value of any prize. Prize is provided “as is.” Sponsor makes no warranties, representations or guarantees relative to any prize, and disclaims all liability for the provision, use, quality or nature of any third party product or service provided to the prize winner. **Prize recipient is responsible for all taxes resulting from acceptance and use of the prize.** Reporting and payment of all applicable taxes, fees or charges, if any, resulting from acceptance or use of a prize are the sole responsibility of the prize winner.

IT IS THE ENTRANT’S SOLE RESPONSIBILITY TO ASSURE THAT HIS/HER EMAIL PRIVACY SETTINGS ALLOW FOR SPONSOR TO CONTACT HIM/HER VIA EMAIL. Sponsor is not responsible for inability to contact a potential winner at the provided email address for any reason (e.g., change of email address). By participating in Sweepstakes, Winner acknowledges that Released Parties have not and will not obtain or provide insurance of any kind relating to the prize. Potential winner will be required to complete, sign and return a W9 tax form and an Affidavit of Eligibility, a Liability Release and where lawful, a Publicity Release within indicated time period. If any prize notifications or winner documents are not returned by the date

specified, or if prize notification is returned as non-deliverable, or if potential prize winner is found to be ineligible or not in compliance with these Official Rules, the prize will be forfeited and awarded to an alternate potential winner (time permitting) to be selected in a random manner from among all remaining Eligible Entries. If Sponsor so elects, the potential winner may be required to submit to a confidential background check to confirm eligibility.

**6. Release:** By participating in the Sweepstakes, entrant agrees to indemnify and hold harmless Released Parties from and against any and all liability arising out of or relating in any way to entrant's participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property theft, loss or any other harm, suffered directly or indirectly from entrant's participation in Sweepstakes or the receipt or acceptance, redemption, possession, use or misuse of the prize.

**7. Publicity:** By accepting the prize, unless otherwise prohibited by law, winner grants the Sponsor and its designees the right, without limitation or further permission, or further compensation, to use, re-use, reproduce, exhibit, publish, edit, distribute and copy the winner's name and/or likeness, city and state of residence, voice, and any other attributes of winner, for promotional, advertising, publicity and marketing purposes, or any other lawful purpose, in any manner in commerce and in any medium now known or hereafter devised throughout the world in perpetuity. The winner's name may also be posted, at Sponsor's sole discretion, on a winner page of the Web site or otherwise, following verification of the winner, and/or may be announced by news release.

**8. General Conditions:** Released Parties are not responsible if Sweepstakes cannot take place, or if prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Released Parties. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, or for any other reason, 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 Sweepstakes, to be acting in violation of the Official Rules, to have provided inaccurate information on any legal documents submitted in connection with Sweepstakes or to be acting in an unsportsmanlike or disruptive manner. Any attempt by any person 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 will disqualify any such entrant and 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. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**9. Limitations of Liability:** The Released Parties are not responsible for: (i) any entries that are stolen, late, lost, illegible, incomplete, fraudulent or not received; (ii) any incorrect or inaccurate information (i.e., email address or prize claim information; as applicable), whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (iii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software or traffic congestion on the Internet or any combination thereof; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) any typographical or other error in the printing of the offer, identifying the winner, in the announcement of

the prize and winner, and the delivery of the prize; (vi) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (vii) 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 Sweepstakes or receipt or use or misuse of the prize. 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 Sweepstakes, if it is possible (as determined by Sponsor, in its sole discretion); if not possible, Sponsor shall have no liability of any kind. If the Sweepstakes, or any part of it, is discontinued or modified for any reason, 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 the prize offered herein or to make the prize available to be won in another manner of Sponsor's sole choosing which is fair, appropriate and consistent with these Official Rules (as determined by Sponsor in its sole discretion). And, notice of such action by Sponsor shall be posted on the Web site.

**10. Disputes:** YOU AND SPONSOR AGREE THAT, EXCEPT FOR DISPUTES THAT QUALIFY FOR STATE COURTS OF LIMITED JURISDICTION (SUCH AS SMALL CLAIMS, JUSTICE OF THE PEACE, MAGISTRATE COURT, AND SIMILAR COURTS WITH MONETARY LIMITS ON THEIR JURISDICTIONS OVER CIVIL DISPUTES), ANY CONTROVERSY OR CLAIM, WHETHER AT LAW OR EQUITY, ARISING OUT OF OR RELATED TO THIS SWEEPSTAKES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE RESOLVED IN ITS ENTIRETY BY INDIVIDUAL (NOT CLASS-WIDE NOR COLLECTIVE) BINDING ARBITRATION.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court and is subject to limited review by courts. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor these Official Rules.

Any arbitration will take place in the county where you reside and will be determined by a single arbitrator. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and Consumer Arbitration Rules (the "**Rules**"), and judgment on the award may be entered in any court of competent jurisdiction. The Rules, including instructions for how to initiate arbitration, are available at [www.adr.org/consumer](http://www.adr.org/consumer). The arbitrator shall decide all issues of the case on the basis of the applicable law, not equity. If you initiate arbitration, you must serve Sponsor's registered agent for service of process, Corporation Service Company, which has locations in every state. Information also can be found on the website of your local Secretary of State.

Any filing fee or administrative fee required of you by the AAA Rules shall be paid by you to the extent such fee does not exceed the amount of the fee required to commence a similar action in a court that otherwise would have jurisdiction. For all non-frivolous complaints, Sponsor will pay the amount of such fee in excess of that amount. The arbitrator will allocate the administrative costs and arbitral fees consistent with the applicable rules of the AAA. Reasonable attorney's fees and expenses will be allocated or awarded only to the extent such allocation or award is available under applicable law. You and Sponsor agree that this Sweepstakes affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply and govern the interpretation and enforcement of this provision (despite the choice of law provision). This agreement to arbitrate shall survive termination of the Sweepstakes or these Official Rules. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you.

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.

**11. Entrant's Personal Information:** Information collected from entrants is subject to and will be treated in compliance with Sponsor's Privacy Policy which can be reviewed at <http://www.theupsstore.com/about/Pages/privacy-policy.aspx>. By participating in Sweepstakes, entrants hereby agree that Sponsor and/or Sweepstakes Administrator on Sponsor's behalf may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Sponsor Privacy Policy. Sponsor may engage Erwin Penland, LLC or other certain third party companies to perform services in connection with the administration of this Sweepstakes and the information provided by entrants may be collected and used by those third parties for purposes of administration of the Sweepstakes, communication with entrants in connection with the Sweepstakes, and the fulfillment, verification, and promotion of the prize awards.

**12. Request for Official Rules and Winner(s) List:** For requests for a copy of the Official Rules and for a winner(s) list, send a self-addressed stamped envelope in a separate first class stamped envelope to: Public Relations Department, The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92121-7706. Winner's list requests must be received by March 1, 2021.

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.

## Abbreviated Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.  
December 7, 2020 at 12:00:00 am Pacific Time ("PT") and ends on December 20, 2020 at 11:59:59 pm PT  
Open only to legal residents of the 50 United States/DC, 18 years and older. Void where prohibited. One (1) Grand Prize: Smartphone (ARV: \$829.00). Prize drawing to occur on or about 12/23/20. Limit one (1) entry per household. Odds of winning depend on the number of eligible entries received. For Official Rules, complete prize description and entry details, visit [www.TheUPSStore.com/holidaygiveaway](http://www.TheUPSStore.com/holidaygiveaway).  
Sponsor: The UPS Store, Inc., 6060 Cornerstone Court West, San Diego, CA 92121-7706.