

# AMERICAN PROFILE JUNE PROMOTIONAL SWEEPSTAKES

## OFFICIAL RULES

NO PURCHASE, CONTRIBUTION, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. ENTRY PERIOD: The "June Promotional Sweepstakes" (the "Sweepstakes") commences at 9:00 A.M. (CDT) on June 1, 2010 and ends at 11:59:59 P.M. (CDT) on August 31, 2010 (the "Sweepstakes Period"). All entries must be received by 11:59:59 P.M. (CDT) on August 31, 2010 to be eligible.

2. ELIGIBILITY: This Sweepstakes is open to legal residents of the continental United States and the District of Columbia (the "Eligibility Area"). Entrants must be at least 18 years of age or older at the time of entry. Entrants who are not yet at the age of majority in the jurisdiction in which they reside will be required to obtain parental or legal guardian consent to be eligible to enter. This Sweepstakes is VOID outside of the Eligibility Area and where otherwise taxed, prohibited, or restricted. Employees and directors of Publishing Group of America, Inc. ("PGA") and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step-parents, step-children and step-siblings) are not eligible to participate. By participating in this Sweepstakes, entrants (a) agree to be bound by these Official Rules and by the decisions of PGA, which are final and binding in all matters relating to this Sweepstakes, and (b) acknowledge compliance with these Official Rules.

3. TO ENTER: To enter, visit one of the website located at <http://www.americanprofile.com/marketplace>, <http://www.relishmag.com/marketplace>, or <http://www.spryliving.com/marketplace> (the "Sites") at any time during the Sweepstakes Period and follow the instructions to complete all required fields on the online entry form. All entries submitted in accordance with these Official Rules shall hereinafter be referred to

as the "Eligible Entries". All entries become the property of PGA and will not be acknowledged or returned. No changes to any entry materials or information are permitted once the entry has been submitted. LIMIT ONE (1) ENTRY PER PERSON. If an entrant uses multiple e-mail addresses to submit more than one entry, only the first entry will count. In the event of a dispute over the identity of an online entrant, the entry will be deemed submitted by the registered holder of the email account. Entries received by PGA after the end of the Sweepstakes Period will be discarded and deemed VOID. No changes to any entry information will be permitted once submitted. Proof of entering the Sweepstakes online will not be deemed to be proof of actual receipt by PGA.

4. ODDS OF WINNING; PRIZES: The odds of winning the prize will be the same by online entry as by mail entry. Odds of winning are determined by and depend upon the total number of Eligible Entries received. One (1) Grand Prize Winner will receive a one hundred dollar (\$100.00) Gift Card. Use and redemption of the gift card is expressly subject to the terms and conditions governing the gift card and applicable laws. The approximate retail value of the prize to be awarded is \$100.00. Winner will be responsible for all applicable taxes, fees, and/or any other expenses associated with acceptance and/or taking delivery of the prize. The prize is not redeemable for cash, and no substitution, assignment or transfer of the prize will be permitted, except that PGA reserves the right, in its sole discretion, to substitute the prize with either the cash value of the prize that would have been awarded, or a prize of equal or greater value. The prize will be fulfilled on or around September 20, 2010, provided that such date is subject to change in PGA's sole discretion. Each entrant acknowledges and agrees that the value of the prize may be taxable to the winner as income. PGA shall have no responsibility or obligation to the winner or potential winner who is unable or unavailable to accept or utilize the prize as described herein.

5. WINNER SELECTION/NOTIFICATION: The winner will be chosen by random drawing by a representative of PGA on or about September 7, 2010 from the Eligible Entries received by PGA. The winner will be notified by postal mail or by telephone. The prize award is subject to verification and will be awarded only upon winner validation and verification by PGA. If the initially selected winner

cannot be contacted, is ineligible, or fails to complete and return any required documents within the required timeframe, the prize will be forfeited and an alternate winner will be selected by random drawing from the remaining Eligible Entries. No messages will be left on answering machines or voicemail systems.

6. WINNER VERIFICATION: The potential Grand Prize Winner must prove eligibility, including, without limitation, proof of age and residence, by signing and returning to PGA (or its designated agent) an Affidavit of Eligibility within five (5) days of being notified, or the prize will be forfeited and an alternate winner will be selected in a random drawing. The potential winner must also sign a Publicity Release, as allowed by law, to allow PGA and its designees the right to use the winner's name and likeness for advertising and publicity purposes without additional compensation. In the event of the potential prize winner's non-compliance with PGA's verification process, the potential prize winner will be disqualified and an alternate potential winner will be chosen from among all of the remaining Eligible Entries. All decisions of PGA related to this Sweepstakes, including all interpretations of these Official Rules, are final and binding. PGA expressly reserves the right to delay the announcement of the winner for creative or technical reasons or for any other reason PGA deems necessary.

7. GENERAL TERMS: PGA assumes no responsibility or liability for incorrect or inaccurate entry information, whether caused by an entrant or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. PGA is not responsible or liable for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participation in this Sweepstakes. PGA is not responsible or liable for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the prize and/or prize winner. If, for any reason, this Sweepstakes is not capable of running

as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of PGA which corrupt or affect the administration, security, fairness, integrity or proper operation of this Sweepstakes, PGA reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should this Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Sites, and the prize will be awarded to a winner selected by random drawing from among the Eligible Entries received up until the time of termination. No software-generated, robotic, programmed, script, macro or other automated online entries are permitted and will result in disqualification of all such entries. PGA reserves the right in its sole discretion to disqualify any individual it finds: (i) to have tampered with the entry process or the operation of this Sweepstakes; (ii) to be acting in violation of these Official Rules; or (iii) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, PGA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

8. DISCLAIMER; LIMITATION OF LIABILITY: Entrants acknowledge that PGA has not made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the prize. Except where prohibited, as a condition of participating in this Sweepstakes, entrants agree that any and all disputes which cannot be resolved between or among the parties, and any claims and causes of action arising out of or connected with this Sweepstakes, the prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action. IN NO EVENT WILL PGA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATIONS FIRMS,

CONSULTANTS OR CONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE AWARDED IN CONNECTION WITH THIS SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS ANY CLAIMS BASED ON PUBLICITY RIGHTS OR INVASION OF PRIVACY. IN NO EVENT SHALL PGA'S AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF THIS SWEEPSTAKES EXCEED THE AMOUNT OF THE PRIZE TO BE AWARDED IN CONNECTION WITH THIS SWEEPSTAKES.

9. GOVERNING LAW AND VENUE. The state and federal courts located in Nashville, Tennessee shall have sole and exclusive jurisdiction of any controversies regarding this Sweepstakes, and the laws of the State of Tennessee shall govern this Sweepstakes. Each entrant waives any and all objections to jurisdiction and venue in these courts and hereby submits to the jurisdiction of these courts. Any and all lawsuits or other disputes that arise relating to this Sweepstakes must be filed within one (1) year from the date that the winner is selected by random drawing.

10. WAIVER; SEVERABILITY: The failure of PGA to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Official Rules will remain fully in force.

11. LIST OF WINNERS AND OFFICIAL RULES: For the name of the winner and/or for a copy of the Official Rules, send a self-addressed stamped envelope to:

American Profile  
June Promotional Sweepstakes  
341 Cool Springs Blvd, Suite 400  
Franklin, TN 37067

All requests for the rules must be made by July 1, 2010 and requests for the name of the prize winner must be made by September 28, 2010. Please note on the front left-hand corner of the outer envelope whether the request is for "Official Rules" or "Prize Winner". Residents of Washington and Vermont may omit return postage.

12. PRIVACY: All personal information provided by entrants to PGA as part of the Sweepstakes entry process is subject to the AmericanProfile.com Privacy Policy located at [www.americanprofile.com/aboutus/privacy](http://www.americanprofile.com/aboutus/privacy)

13. SPONSOR: This Sweepstakes is sponsored by Publishing Group of America, Inc., 341 Cool Springs Boulevard, Suite 400, Franklin, TN 37067.

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