The Constant Contact® Spring Refresh Sweepstakes

Official Rules

- 1. No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning. To Enter: Eligible Constant Contact customers who have access to the third-generation editor may enter any time between May 1, 2018 and May 31, 2018 ("Promotion Period") by following the directions to:
- Create a new Constant Contact email template with the third-generation editor
- Send the newly designed email to at least one contact in your list
- Copy and paste the "short URL" located on the Campaigns page into the promotion
 Community thread to show the email you've made
 - Earn one (1) additional entry by sharing the campaign on social media using Constant Contact's social share tool along with the hashtag #CTCTSweepstakes
 - Entrants must use the <u>Click Segmentation</u> feature in their campaign along with at least one (1) other of these features: <u>Personalized Subject Lines</u>, <u>Social Share Bar</u>, or <u>Read More</u>

Limit two (2) entries (one per each entry method) per person or email address. Entering multiple entries beyond what's specified above will result in sweepstakes disqualification. Entries become the property of Constant Contact, and will not be returned. Constant Contact reserves the right to publish any submitted entry, in full or in part, in any and all media. Publication of an entry is not an indication that the entry has been selected as a prize winner. All entries must be completed and received by 11:59:59 p.m. ET on May 31, 2018.

- 2. **Drawings:** Winners will be determined via random drawings from among all eligible entries received by the deadline. Drawings will be conducted on or around June 8, 2018 by Constant Contact. Potential winners will be notified by Constant Contact, and may be required to complete an Affidavit of Eligibility or Winner Verification Form and liability/publicity release. If a potential winner is found to be ineligible or fails to comply with these Official Rules, then he or she shall forfeit the prize, and an alternate winner will be randomly selected from the remaining pool of participants received for the original drawing. Odds of winning are dependent upon the total number of eligible entries received.
- 3. **Prizes:** One (1) Grand Prize: a \$1,000 American Express gift card. Retail value of Grand Prize = \$1,000. One (1) First Prize: a \$750 American Express gift card. Retail value of First Prize = \$750. One (1) Second Prize: a \$500 American Express gift card. Retail value of Second Prize = \$500. Two (2) Third Prizes: a free Constant Contact Email Strategy Consultation. Approximate retail value of each Third Prize = \$399. Prizes may not be transferred, assigned, or redeemed for cash, in whole or in part. No substitution for any prize, except by Sponsor as may be due to unavailability at the time of prize award. If originally offered prize is unavailable at the time of award, Sponsor may substitute an item of comparable or greater value. In no event will Sponsor be obligated to award more than the number of prizes stated in these Official Rules. Each winner is solely responsible for all applicable taxes on the value of the prize won. Grand and First prize winners will be issued an IRS 1099-MISC for the retail value of their prizes.
- 4. **Eligibility:** The sweepstakes is open to Constant Contact customers who have access to the third-generation editor and are legal residents of the United States, 18 years of age or older. Customers who do not yet have access to the third-generation editor should visit our customer

support page at https://community.constantcontact.com/contact-support to request that their account be updated. Not open to employees, members of employees' immediate family (spouses, parents, children, siblings and their respective spouses), and those living in the same household as employees of Constant Contact, their affiliates, promotion partners, advertising and production agencies, and PROMOSIS, INC. Entrants consent to the use of their registration information in accordance with the Constant Contact privacy statement (posted on the Constant Contact website); provided, however, each sweepstakes winner consents to the use of his/her name for promotional and publicity purposes in any form of media without further payment, consideration, notification or limitation (except as prohibited by applicable law). All federal, state, and local laws and regulations apply. Void where prohibited by law. By taking part in this sweepstakes, participants agree to be bound by these Official Rules.

- 5. **Limitation of Liability:** Sponsor, their promotion partners, and their respective affiliates, employees, officers, or agents are not responsible for typographical errors in any sweepstakes-related materials; any individual's inability to enter the sweepstakes or unsuccessful efforts to notify winners, including but not limited to due to unavailable network, server, or other connections; failed software or hardware transmissions; other errors of any kind, whether human, mechanical, or electronic, including lost, late, incomplete, damaged, or misdirected entries; any damage to any telephone, electronic, hardware or software program, network, Internet, any technical, computer malfunctions, failures, or difficulties, or human error, of any kind; any condition caused by events beyond the control of the Sponsor or their promotion partners that may cause the sweepstakes to be disrupted or corrupted, including theft, destruction or alteration of entries, or website tampering; and any and all losses, damages, rights, claims, and actions of any kind in connection with or resulting from participation in the sweepstakes, acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, misrepresentation, defamation, or invasion of privacy. Entries generated by script, macro, or other automated entry devices are not valid and will be disqualified. Sponsor reserves the right in its sole discretion to cancel or suspend the sweepstakes should any of the foregoing occurrences corrupt or impair the administration, security, fairness, or proper play of the sweepstakes. If the promotion is canceled or suspended for any reason, including but not limited to those listed above, winners will be determined via random drawings from all eligible entries received up to the time of promotion cancellation/suspension.
- 6. **Dispute Resolution:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this sweepstakes), and participant further waives all rights to have damages multiplied or increased.
- 7. **Winners List:** For the names of the winners, available until August 31, 2018, send a standard-size postcard, only, with your return address to: Constant Contact Spring Refresh Sweepstakes Winners List, P.O. Box 38, Marblehead, MA 01945. Do not send any other correspondence to this address.
- 8. Sponsor: Constant Contact, Inc., Reservoir Place, 1601 Trapelo Road, Waltham, MA 02451