

SUMMER INFANT SWEEPSTAKES OFFICIAL TERMS & CONDITIONS

Void where prohibited by law.

1. How to Enter. NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the **Summer Infant (USA), Inc.** Sweepstakes (the "Sweepstakes") you must complete all required information to be eligible to enter to win a prize. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Entries must be submitted by the individual entrant. All entries become the property of **Summer Infant (USA), Inc.** when submitted and will not be returned to entrant.

2. Limitation on the Number of Entries. Limit one entry per person. Additional entries will be disqualified, and **Summer Infant (USA), Inc.** ("Summer Infant (USA), Inc." or "Sponsor") which will administer the sweepstakes for the other sponsors reserves the right to disqualify any person that submits multiple entries. Automated or bulk entries or entries submitted by third parties will be disqualified.

3. Prize(s): One (1) Baby Pixel™ 5.0 Inch Touchscreen Color Video Monitor that is worth \$199.99 USD.

4. Winner Selection and Notification. Winners will be determined via random drawing of all eligible entries received. All decisions by **Summer Infant (USA), Inc.** in relation to the Sweepstakes are final and binding. All entries must be submitted by **the due date and time given**. The drawing shall take place on or about **the due date and time given** in **Woonsocket, RI**. Winner shall be notified via Email within 5 days of the drawing. Winners will have 15 days from the announcement date to acknowledge receipt of the winner notification. If the prize is not claimed within the 15-day time limit, an alternate prizewinner will be drawn at random from all eligible entries received. The original prize winner will forfeit all rights and have no further rights to any prize nor any claims against **Summer Infant (USA), Inc.** based on the forfeiture of their winnings.

5. Winners List A list of winners and/or the Official Rules may also be acquired by sending a request for the list or rules to **Summer Infant (USA), Inc. at: Summer Infant (USA), Inc., 1275 Park East Drive, Woonsocket, RI 02895**.

6. Error Correction. **Summer Infant (USA), Inc.** reserves the right to correct or change any and all printing, typographical or mechanical errors. If because of a printing or other technical error, or for any other reason, more prizes are claimed than the number set forth in these Official Rules, a random drawing will be held among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Only the numbers of prizes stated in these Official Rules are available to be won in the Sweepstakes.

7. Odds of Winning. The odds of winning shall be determined based on the number of entries received.

8. Eligibility. The Sweepstakes is open to anyone who resides in the United States and who are 18 years of age and older. Employees, officers and directors and their immediate families (spouses, parents, siblings and children and those living in the same households) of **Summer Infant (USA), Inc.** their affiliates, subsidiaries, consultants, contractors, legal, advertising, public relations, promotional, fulfillment and marketing agencies, and web site providers/web masters are not eligible to participate. Void in Puerto Rico, the Virgin Islands and U.S. Military installations located in a foreign country.

9. Duration. Entries for the Sweepstakes will be accepted from the date and time given and must be actually submitted no later than the due date and time.

10. Affidavit of Eligibility and Publicity Release. Where permitted by law, winners and participants grant to **Summer Infant (USA), Inc.**, their subsidiaries, affiliates and those acting pursuant to their authority, the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winners' and participants' names, portraits, pictures, voices, likenesses, the identity of their city and state of residence and biographical information for advertising and promotional purposes without additional consideration. Except where prohibited by law, winners and participants will be required to sign an Affidavit of Eligibility and Release. Parents and/or guardians will be required to sign off on behalf of all minors. Failure by any winner or participant to comply, or return any required releases and related documentation, may result in forfeiture of the prize for all winners and participants.

11. Taxes and Expenses. All applicable local, state, and federal taxes, if any, will be paid by the winners. These may include income and/or sales taxes based on the retail value of the prizes.

12. Financial Information. Winners agree to provide such financial information to **Summer Infant (USA), Inc.** as is necessary for **Summer Infant (USA), Inc.** to complete all necessary tax forms in order to comply with federal, state and local tax requirements. Failure to provide this information will result in forfeiture of the prize.

13. General Terms. By entering in sweepstakes, participant is agreeing to allow their email to be shared with **Summer Infant (USA), Inc.** Participants who receive emails from **Summer Infant (USA), Inc.** and who wish to unsubscribe must unsubscribe individually to each sponsor's email. By entering in sweepstakes, each participant and anyone who they include in the prize agree to be bound by the Official Rules and decisions of **Summer Infant (USA), Inc.** which shall be final on all matters pertaining to this Sweepstakes. Parents and/or guardians will be required to sign off on behalf of all minors. **Summer Infant (USA), Inc.** and its agents, representatives, parent companies, affiliates, subsidiaries, advertising, promotions and fulfillment agencies and legal advisors are not responsible for and shall not be liable for: (1) lost or late, damaged, misdirected, incomplete, illegible, unintelligible, entries; (2) problems caused by telephonic, electronic, hardware, software programs, networks, the internet, viruses, worms, Trojan horses or computer malfunctions (failures, errors or difficulties of any manner); (3) failed, incomplete or delayed computer transmission; (4) any condition caused by events beyond control of **Summer Infant (USA), Inc.** that may cause the sweepstakes to be disrupted or corrupted. This Sweepstakes is governed by the laws of the United States. All Federal, state and local laws

and regulations apply. This Sweepstakes is void in Puerto Rico, the Virgin Islands, and U.S. Military installations located in a foreign country.

14. RELEASE AND LIMITATIONS OF LIABILITY. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT **SUMMER INFANT (USA), INC.** AND THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES AND AGENTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS, ADVERTISING OR PROMOTION AGENCIES AND LEGAL COUNSEL WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES, CLAIMS AND ACTIONS OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY OR MERCHANDISE DELIVERY. **SUMMER INFANT (USA), INC.** ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO TRAVEL CANCELLATIONS, DELAYS OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER OR TERRORISM. EXCEPT WHERE LEGALLY PROHIBITED, BY ACCEPTANCE OF PRIZE, WINNERS GRANT (AND AGREE TO CONFIRM THAT GRANT IN WRITING) PERMISSION FOR **SUMMER INFANT (USA), INC.** AND THEIR AFFILIATES, PARENTS, SUBSIDIARIES, REPRESENTATIVES AND AGENTS AND THEIR RESPECTIVE ADVERTISING AND PROMOTION AGENCIES TO USE THEIR RESPECTIVE NAMES, PORTRAITS, PICTURES, VOICES AND LIKENESSES, FOR ADVERTISING OR PUBLICITY WITHOUT ADDITIONAL COMPENSATION.

15. SPONSORED BY: Summer Infant (USA), Inc., 1275 Park East Drive, Woonsocket, RI 02895 www.summerinfant.com

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