

# AARON'S "8 FOOT STOCKING GIVEAWAY" CONTEST

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE CHANCES OF WINNING.**

**ELIGIBILITY:** The Aaron's "8 Foot Stocking Giveaway" Contest (herein referred to as the "Contest") is open solely to legal residents of forty seven (47) states in the United States (excluding Hawaii, Minnesota and Wisconsin) and the District of Columbia, as well as residents of Canada who reside in the provinces of Alberta, British Columbia, New Brunswick, Nova Scotia, Ontario and Saskatchewan, and who are eighteen (18) years of age or older (exceptions-must be 19 years of age or older for those that reside in provinces of British Columbia and Nova Scotia, and states of Alabama, Nebraska, and 21 years of age or older in state of Mississippi) as of the date of entry, and who live within 20 miles of a participating store as set forth below. Officers, directors, representatives and employees of Aaron's, Inc. (the "Sponsor"), and any of their respective parent companies, affiliated companies, subsidiaries, dealers, franchisees, licensees, distributors, suppliers, subsidiaries, participating retailers, advertising / promotion / judging agencies, persons engaged in the development, production or distribution of materials for this Contest, Compliance Sweepstakes Services ("the Administrator") (collectively, the "Released Parties") and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings, - whether biological, adopted, step or in-law) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Contest. This Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Void where prohibited, taxed or restricted by law.**

**HOW TO ENTER:** The Contest begins on begins at 9:00 a.m. Eastern Time (ET) on December 1, 2016 and ends at 9:00 p.m. Pacific Time (PT) on December 15, 2016 (the "Entry Period"). Participants can enter the Contest by submitting an essay ("Essay") which must address the theme - "tell us why a deserving family could use a stocking full of toys this Holiday from Aaron's!" (the "Theme") of the Contest. The participant ("Participant") may submit an essay about themselves or they may nominate another person/family ("Honoree"). The Essay cannot exceed 200 words. Participants may enter by visiting your local participating Aaron's Sales & Lease Ownership retailer during normal business hours and completing an official entry registration form including the Essay. In addition to the Essay, entry registration forms require: Participant full name, age, home address, zip code, e-mail address and daytime phone number (with area code). If Participant is nominating an Honoree, Participant must also provide the full name, age, home address, zip code, and phone number (with area code), of the Honoree. Participant, if nominating them self, or the Honoree, if nominated by someone else, must reside within 20 miles of the local Aaron's store where the Essay entry is submitted in order for the Essay entry to be considered. Deposit your completed paper entry registration form in the box located at the participating Aaron's "8 Foot Stocking Giveaway" Contest display during the Entry Period.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Sponsor reserves the right, in its sole discretion, to void any and all entries of a Participant that uses multiple / different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Contest. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of an entry. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered, or misdirected entries, which will be disqualified. All entries become the

exclusive property of Sponsor and will not be acknowledged or returned. Sponsor (or its designee) will be reviewing all Essay submissions.

**ESSAY RIGHTS AND REQUIREMENTS:** By entering this Contest, Participants agree that each Essay entry becomes the property of Sponsor and that the Sponsor may use such Essay for any proper purpose. Any personally identifiable information collected during an entrant's participation in this Contest will be collected by Sponsor and used by Sponsor, their respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules.

Each Essay, and the components thereof, must be the original work of the Participant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. An original is the product of one's own mind and is not a copy or imitation. If the Essay contains any material or elements that are not owned by the Participant and/or are subject to the rights of third parties, the Participant is responsible for obtaining, prior to submission of the Essay, any and all releases and consents necessary to permit the use and exhibition of the Essay and all of the components thereof by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness releases for any person who is mentioned in the Essay, and permission to reproduce, distribute, publicly display or otherwise use the Essay (collectively, the "Clearances"). By submitting an Essay, Participant warrants, represents and consents to the submission and use of the Essay in the Contest, and to its posting on the Internet in connection with the Contest.

Essay entries may not contain any of the following: i) Materials which include or constitute trademarks, trade names, commercial product brands, designer insignia, logos, depictions, designs, likeness of any celebrity (living or dead), copyrighted works, or other content created or owned by any person or entity other than Participant (or Sponsor) or for which the Participant has not obtained owner's permission to use; ii) Materials which contain phone numbers, website links, street addresses, e-mail addresses or license plate numbers; iii) Materials which contain profanities, vulgar language, lewd behavior, or are otherwise obscene or inappropriate for a general audience; iv) Materials which contain any depiction of real or simulated sexual acts; v) Materials which contain extensive or gratuitous violence; vi) Materials which depict illegal acts; vii) Materials which contain unsafe actions, or use of fire or other materials that may result in personal injury or destruction of property; viii) Materials which violate anyone's privacy rights, violate any confidentiality or employment agreement, or which are defamatory; ix) Materials which are derogatory, inappropriate, indecent, obscene, hateful, tortuous, libelous, or slander the Sponsor, or any affiliated entity or person; x) Materials which promote bigotry, racism, hatred or harm against any group or individual, or are discriminatory based on race, religion, national origin, physical disability, age, gender, or sexual orientation or preference; xi) Materials in which any person identifiably appears where no appropriate written release has been obtained from such person granting all rights required herein; xii) Materials which do not comport with the Entry requirements; and xiii) Materials which Sponsor, in its sole discretion, deems to be otherwise objectionable. Entries which do not conform to these guidelines will be disqualified. Sponsor further reserves the right, in its sole and unfettered discretion, to verify at any time during the Contest that all necessary Clearances have been obtained and to disqualify any Essay if it believes that the necessary Clearances have not been obtained.

By submitting a Essay, Participant retains the copyright to his or her Essay and irrevocably assigns, conveys and otherwise transfers to Sponsor, its successors, and assigns any and all right, title, and interest in perpetuity throughout the world in and to the Participant's Essay, including, without limitation, the exclusive right to edit, change, revise, reproduce, display, perform, publish, distribute, license, sublicense, and sell the Essay in whole or in part, and to prepare, use, and exploit derivative works or improvements

thereof, in all forms and media now or hereafter known, including material in digital and electronic media, computer, audio and audiovisual versions, and translations and adaptations, all in any language throughout the world and in Sponsor's sole discretion in perpetuity. Without limiting the foregoing, Participant hereby waives and releases Sponsor, from any and all claims that Participant may now or hereafter have in any jurisdiction based on such "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of the Essay without further compensation to Participant of any kind. Participant agrees that email shall satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights. Participant shall execute and deliver documents supplied by the Sponsor, at Sponsor's expense, as may be necessary to vest in Sponsor the rights and waivers provided herein. Participant agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the Essay, or any derivative works, infringe or violate any of Participant's rights therein. Participant grants the Sponsor and its agents the right to associate the Essay with Participant's name, image, likeness, hometown, biographical information, and employer name/city/state, without limitation and without compensation. Participant shall not receive any compensation or credit for Sponsor's use of entries, other than that disclosed in these Official Rules.

**ESSAY CONTEST WINNER DETERMINATION:** Each Essay entry will be judged by a qualified judge (or panel of judges), at each participating Aaron's Sales & Lease Ownership retailer, as selected by the Sponsor, in its sole discretion, whose decisions are final and binding. Each Essay entry will be judged according to the clear relationship between the Essay Entry to the Theme based upon the following criteria: Appropriateness to Theme, Enthusiasm, Inspiration, Broad Appeal, and Message Delivery. There will be one (1) contest winner (each a "Prize Winner") selected at each participating Aaron's Sales & Lease Ownership retailer based upon valid entries received at the respective retailer from the Start Date thru December 15, 2016. Each Prize Winner will be notified by phone and/or e-mail. In the event that the Essay is written about an Honoree, the Participant that submitted the Essay selected as the winner may be contacted and asked to provide additional contact information of the Honoree who will be declared the Prize Winner. Prize Winners will be contacted on or about December 19, 2016. Within three (3) days of such notification, the Prize Winner will need to complete an Affidavit of Eligibility and Liability Release at the participating retail store where the prize is to be awarded and provide proof of identity prior to receiving his/her prize. If a potential Prize Winner cannot be contacted within three (3) days from initial attempt, an alternate potential Prize Winner will be selected. Non-compliance with any requirement or obligation may result in disqualification and selection of an alternate potential Prize Winner. Return of any prize notification as undeliverable may result in disqualification and selection of an alternate potential Prize Winner solely at the Sponsor's discretion. Sponsor will use reasonable efforts to select an alternate potential Prize Winner but in the event one cannot be reasonably determined, such Prize will not be awarded. Sponsor reserves the right to verify identification and eligibility of a potential Prize Winner before a Prize will be awarded.

**PRIZE:** One (1) Prize will be available to be awarded per participating Aaron's Sales & Lease Ownership retail store. Each Prize Winner will receive one (1) "8 Foot Stocking" prize package. Each prize package will contain one (1) of each of the following items: a) Avengers/Batman Pad-Mini Spiral Notebook, b) My First Penguin Kit- Crafts Kit Game, c) Spiderman Bonkazonks Game, d) Wiffle Ball and Bat, e) Crayola DVD Game- Interactive Game, f) Study Kits-Monster University/Monster High/Jake/Spongebob, g) Hello Kitty Nail Kit- Nail kit, h) Wanderama, i) Amp-Speaker Box assorted, j) Toy/Cars/Tech Deck – Finger Skate Boards, k) Wild Grinders-Skate Park, l) Tonka Trucks-Toy Tractors, m) Looney Tunes, Pac man Plush Boxing Gloves- Plush Boxing Gloves, n) Blue Angels, Bakugan, Barbie and More-23” Sky Diamond Kites, o) Ratcheting Drive Set w/ Wood- Ratcheting Screwdriver, Hole Saw, with wood Cut outs, p) Hot Wheels Cool Classic Cars-Classic Hot Rods Hot Wheels, and q) TMNT and Mickey Mouse 2pk Prop Gliders- Glider Planes. The Approximate Retail Value ("ARV") of each Prize is \$167.96. The

Approximate total retail value of all prizes to be awarded at each participating Aaron's Sales & Lease Ownership retail store is \$167.96.

The Prize must be picked up by the Winner at the local Aaron's store that selected the Prize Winner. Prize will not be delivered. The specified Prize to be awarded is not transferable and cannot be redeemed for cash. Any portion of the Prize not accepted or not picked up by the Prize Winner within 3 days of prize winner notification, will be forfeited. Prize Winner is responsible for the reporting and payment of all federal, state and local taxes (if any). Sponsor reserves the right, at its sole discretion, to substitute any Prize (or Prize component) with another prize (or prize component) of equal or greater value. There are no substitutions unless specified by the Sponsor. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from loss, use or misuse of any Prize awarded in this Contest.

**GENERAL CONDITIONS:** The Contest is offered to eligible Participants as specified in these official rules, but void where prohibited or restricted by law. All Participants, as a condition of participation or entering in this Contest, agree to defend, indemnify, release and hold harmless Aaron's Inc., their respective affiliates, and the officers, directors, and employees, of Sponsor and of its affiliates, and Released Parties from and against any and all liability, loss, claims, damages, injuries or actions of any kind whatsoever, without limitation, for injuries, death, damages, or losses to persons or property, as well as any claims based on publicity rights or invasion of privacy, which may be sustained in connection with: (a) accessing the Sponsor's Web Site; (b) participating in any aspect of the Contest, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Contest-related activity; (c) the delivery, receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Contest application; or (e) any typographical, production, printing, or other error in these Official Rules, advertisements, or the announcement of offering of any prize or Prize Winners. You accept and agree to be bound by these rules and the decisions of the Sponsor and Administrator relating to your participation in this Contest, selection of winners and awarding of prizes, whose decisions are final and binding in all respects. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (2) computer error, electronic or technical malfunctions or failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) late, lost, undeliverable, damaged or stolen mail. Acceptance of a prize constitutes permission (except where prohibited by law) for the Sponsor to use the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Each Prize Winner bears all liability and risk of loss or damage to his/her respective prize after it has been delivered. Sponsor is not responsible for events beyond the Sponsor's reasonable control that may jeopardize the administration, security, fairness, integrity or proper conduct of the Contest. The Sponsor reserves the right to disqualify any person who tampers with, or intentionally infects with a virus, any of the networks, servers or computers that are used in this Contest. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to suspend or terminate the Contest, in whole or in part, at any time, without notice, and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date in the event that, in the sole discretion of Sponsor, the administration, security, fairness, integrity, or proper conduct of the Contest is jeopardized. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding

likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Atlanta, Georgia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event legal fees; and (3) under no circumstances may entrant obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

**CONTEST RULES REQUEST:** For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by December 15, 2016 and received by December 22, 2016 and mail to: Compliance/"8 Foot Stocking Giveaway" Contest Official Rules, 106 Elm St, Stonington, CT 06378.

**WINNER LIST REQUEST:** To request confirmation of the name and city/state of residence for the Prize Winner at a participating Aaron's retailer, please send a self-addressed, stamped business size envelope, by February 1, 2017, to: Compliance/"8 Foot Stocking Giveaway" Sweepstakes Winner List, 106 Elm St, Stonington, CT 06378. Enclose in the envelope the participating retailer address for the winner list requested. Requests that are incomplete, or received after February 1, 2017 will not be acknowledged or returned.

**SPONSOR:** Aaron's, Inc., 400 Galleria Pkwy, SE, Suite 300, Atlanta, Georgia 303397

**ADMINISTRATOR:** Compliance Sweepstakes Services LLC, 106 Elm St., Stonington, CT 06378

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