

The Alex Woodard "For the Sender" Sweepstakes

OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**PROMOTION DESCRIPTION:** The "Alex Woodard 'For the Sender'" Sweepstakes (the "Sweepstakes") begins on or about Sept 18, 2012 at 12:01 a.m. Eastern Time ("ET") and ends on October 17, 2012 at 11:59 p.m. ET (the "Promotion Period"). At the end of the Promotion Period, a random drawing will be conducted to select one (1) winner of a Grand Prize from among all eligible entries received during the Promotion Period, and, if the Grand Prize winner successfully recruited people via email or Facebook to enter the Sweepstakes during the Promotion Period, the first two (2) such recruits to enter will each receive a "Recruitment Prize", as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Taylor-Listug, Inc. d/b/a Taylor Guitars, 1980 Gillespie Way, El Cajon, CA 92020 ("Sponsor"), which shall be final and binding in all respects. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and District of Columbia and Canada (excluding Quebec) who are at least eighteen (18) years of age at the time of entry are eligible to enter. Officers, directors and employees of Sponsor and Hay House, Inc., and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and Alex Woodard (all such individuals and entities collectively referred to herein as the "Promotion Entities"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

**HOW TO ENTER:** To enter, visit either the web site at <http://www.taylorguitars.com/community/promotions/2012/Alex-Woodard-For-The-Sender-Sweepstakes> (the "Website") or the Taylor Guitar Facebook page at <http://www.facebook.com/taylorguitars> (the "Facebook Page") during the Promotion Period and follow the instructions to complete the entry form with the information requested. Click "Submit Entry" to submit your entry form for the Sweepstakes. Upon completion and submission of the entry form, you will automatically be entered. **Limit one (1) entry per person.** All entries must be received by the end of the Promotion Period in order to participate. Sponsor may engage third party application providers and other vendors (each, a "Vendor") to administer certain aspects of the Sweepstakes, including without limitation, the collection of entry information. Such Vendor(s) will provide your personally identifiable information to Sponsor, who except as set forth herein will use such information in accordance with its online privacy policy, located at <http://www.taylorguitars.com/legal/privacy-policy>, and such Vendor(s) may also use your information for their own independent purposes in accordance with their own independent privacy practices. Sponsor is not responsible for the storage or any use of your entry information by such Vendor(s). Any communication or information transmitted to Sponsor (through the

Website or Facebook Page or otherwise) by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entrants who enter via Facebook are providing information to Sponsor and not to Facebook. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering information at the Website or Facebook Page is not considered proof of delivery to or receipt by Sponsor of such entry.

**WINNER SELECTION AND NOTIFICATION:** Within ten (10) days after the end of the Promotion Period, one (1) Grand Prize winner will be randomly selected in a drawing from all eligible entries received throughout the Promotion Period. If the Grand Prize winner invited people via email or Facebook to enter the Sweepstakes the first two (2) such invited people to enter the Sweepstakes during the Promotion Period will receive a “**Recruitment Prize**”. The drawing for the Grand Prize will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. A potential winner will be notified within thirty (30) days after the end of the Promotion Period by telephone and/or mail and/or e-mail using the contact information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within the time required by Sponsor, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

#### **PRIZES/ODDS:**

**Grand Prize:** There is one (1) Grand Prize available. The Grand Prize consists of one (1) Taylor GS Mini, one (1) signed copy of the book *For the Sender* by Alex Woodard and Alex Woodard will write one (1) song for, or in honor of, the winner. Alex Woodward will also perform and record the song written for, or in honor of the Grand Prize winner and post it on [www.youtube.com](http://www.youtube.com) for viewing by the general public. No right, title or interest in and to the song or any performance or recording of the song is included in this prize, and notwithstanding anything to the contrary, Alex Woodward retains all right, title and interest in such song, performance and video. The Grand Prize winner will also receive (i) one “**Taylor Guitar Prize Pack**,” consisting of: (a) one (1) Taylor Guitar hat; (b) one (1) Taylor Guitar t-shirt; (c) one (1) guitar strap; and (d) one (1) Taylor Guitars Digital Tuner. The total approximate retail value (“**ARV**”) of the Grand Prize is \$945.00.

**Recruitment Prize:** Up to two (2) Recruitment Prizes are available. Each Recruitment Prize will consist of a Taylor Guitar Prize Pack. The ARV of each Recruitment Prize is \$75.00.

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Applicable portions of prizes will be delivered only to an address in the United States. The total ARV of all prizes is \$1,095.

**GENERAL PRIZE CONDITIONS:** Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prizes are non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. Actual prizes may vary from the prizes pictured. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential Grand Prize winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If a winner is under the age of majority in such winner’s state of residence (a “**minor**”), at Sponsor’s option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner’s parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected. Canadian residents may need to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise, prior to being declared a winner.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner’s permission for the Promotion Entities to use winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant’s parent or legal guardian) agree that the Promotion Entities and Facebook (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. The Promotion Entities and Facebook assume no responsibility for any damage to an entrant’s, or any other person’s, computer system which is occasioned by accessing the Website, the Facebook Page or otherwise participating in the Sweepstakes, or for any computer system,

phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Promotion Entities and Facebook are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, the Website or the Facebook Page, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event

that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**ARBITRATION PROVISION:** By participating in this Sweepstakes, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS. The arbitration shall be held in San Diego, California. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**WINNERS LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: "Taylor Guitars Promotions", c/o Taylor Guitars, 1980 Gillespie Way, El Cajon, CA 92020. All such requests must be received within sixty (60) days after the end of the Promotion Period. These Official Rules will be posted on the Website and the Facebook Page during the Promotion Period.

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