## Litigation Cost Control Survey (the "Sweepstakes") Official Terms and Conditions

- 1. THE SWEEPSTAKES. ALM Media, LLC ("ALM") will award one entrant ("Entrant" or "you") with one \$100 American Express Gift Card (the "Prize"). The following terms and conditions shall apply to your participation in this Sweepstakes ("Terms and Conditions"). By entering the Sweepstakes, you agree to be bound by these Terms and Conditions.
- **2. ELIGIBILITY.** In order to be eligible, Entrants must: (i) be at least 18 years of age; and (ii) be a current resident of one of the 50 United States or the District of Columbia.

The Sweepstakes will be void and/or Entrants ineligible where the legal requirements or restrictions of any jurisdiction prohibit or render illegal the Sweepstakes or the eligibility of an individual. ALM, in its sole discretion, shall determine the eligibility of Entrants. Employees, inspectors, officers, and directors of ALM, its parent, affiliates, and subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and the immediate family members and persons living in the same household of such persons, are not eligible. Entrants that do not comply with the Terms and Conditions are not eligible.

- **3. HOW TO ENTER.** The Sweepstakes will begin on November 6, 2017 at 12:01 AM ET and end on November 30, 2017 at 11:59 PM ET ("Entry Period"). You may submit one entry ("Entry") during the Entry Period in any one of the following ways:
  - (i) by email <u>jdeangelis@alm.com</u> submitted no later than 11:59 PM ET on November 30, 2017; or
  - (ii) by filling out and submitting one online survey, a link and instructions to which has been emailed to you (you may need to cut and paste this link into your browser) (the "Survey").

Entries received by any other methods will not be accepted. Only one entry per person (or household if submitting an Entry by mail). All e-mail Entries will be deemed to have been submitted by the Authorized Holder of the e-mail account from which they were sent. In the event of a dispute as to who submitted an Entry to the Sweepstakes, the Authorized Holder of the e-mail address shall be considered the valid Entrant. "Authorized Holder" as used herein is the natural person who is registered with the Internet service provider (or similar provider) for the e-mail address.

## THERE IS NO PURCHASE NECESSARY AND NO FEE TO ENTER. THE RETAIL VALUE OF THE PRIZE IS ONE HUNDRED US DOLLARS.

4. SELECTION / NOTIFICATION OF WINNER. ALM will randomly select one winner ("Winner") among all eligible Entries received during the Entry Period and such Winner will be announced on or around December 8, 2017. All decisions by ALM are final and binding in all matters relating to this Sweepstakes. Odds of winning depend on the total number of Entries received. Odds of winning are not increased if you complete the Survey. ALM reserves the right to substitute a prize of greater or equal value.

A winner will be notified by e-mail if the Entry was submitted either by e-mail or by completing the Survey, and by U.S. mail if the Entry was submitted by mail, addressed to the return address specified on the Entry. The winner may be required to sign and return within 15 days of notification by ALM an affidavit of eligibility and release of liability. If a potential winner of the Prize cannot be contacted, fails to provide any requested information within the specified time period, or the Prize is returned as undeliverable, the potential winner shall forfeit the Prize and ALM will award the Prize to an alternate

winner, selected in accordance with the Terms and Conditions. Use of a false name or address will disqualify an Entrant. ALM reserves the right to oblige any potential winner to provide documentary proof of their identity.

- **5. THE PRIZE**. The Prize will be awarded to the Winner. The Winner may neither transfer the Prize nor obtain substitutions or cash redemptions. All taxes on prizes and incidental expenses not specified in the above Prize description are solely the responsibility of the Winner.
- 6. **REPRESENTATIONS & WARRANTIES.** By submitting your Entry into the Sweepstakes, you represent and warrant that: (i) you have all rights, power, authority and necessary consents or permission to enter the Sweepstakes; (ii) you are the Authorized Holder of the e-mail address used to enter the Sweepstakes (if the Entry is submitted by e-mail or by completing the online Survey); and (iii) you are in compliance with these Terms and Conditions.
- 7. RELEASE. BY SUBMITTING AN ENTRY, YOU AND EACH OF YOUR HEIRS, SUCCESSORS AND ASSIGNS RELEASES AND AGREES TO HOLD HARMLESS ALM AND ITS PARENT, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, INSPECTORS AND AGENTS FROM ANY LIABILITY WHATSOEVER (WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY) FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, RIGHTS OF PUBLICITY OR PRIVACY OR DEFAMATION) ARISING OUT OF OR IN CONNECTION WITH: (I) SUBMITTING AN ENTRY; OR (II) OTHERWISE ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN THE SWEEPSTAKES.
- 8. DISCLAIMER AND LIMITATION OF LIABILITY. ALM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES. ALM SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, COST, OR INJURY THAT ARISES FROM OR RELATES TO PARTICIPATION IN THE SWEEPSTAKES, OR BEING SELECTED. ALM is not responsible for ineligible, incomplete, mutilated, lost, late or postage due entries. ALM is also not responsible for technical failures of any kind, including without limitation any website, any internet connection problems, technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or Entry to be received on account of technical problems or traffic congestion on the internet or at any website, or any other person's computer or electronic device, all of which may affect the Entrant's ability to participate. ALM reserves the right to disqualify any Entrant and to seek any remedy at law or equity in the event you, in ALM' reasonable opinion: tamper with any website, the entry process, violate the Terms and Conditions herein or act in an unsportsmanlike or disruptive manner.

We suggest you retain copies of your Entry. Entries may be retained, published or disposed of at ALM's discretion and will not be returned. ALM, in its sole discretion reserves the right to disqualify any person tampering with the entry process, the operation of the website or who is otherwise in violation of the Terms and Conditions. It further reserves the right to cancel, terminate or modify any sweepstakes not capable of completion as planned, including infected computer virus, bugs, tampering, unauthorized intervention, loss of data or technical failures of any sort.

## 9. PROMOTER, GOVERNING LAW, ETC:

Offer void where prohibited by law. All federal, state and local laws and regulations apply.

To receive a printed copy of the Terms and Conditions or to obtain the Winner(s) list send a request to Jim DeAngelis at 120 Broadway, 5th Floor New York, NY 10271-1101 or email jdeangelis@alm.com.

The entity sponsoring this Sweepstakes is ALM Media, LLC, located at 120 Broadway, 5th Floor, New York, NY 10271-1101. This Sweepstakes is governed by the internal laws of the state of New York, and all cases and claims pertaining to this Sweepstakes must be brought in a court of competent jurisdiction located in New York in the borough of Manhattan.

This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with AMERICAN EXPRESS. The American Express® trademark is used herein solely for purposes of prize identification.

**10. PRIVACY.** ALM is committed to protecting your privacy. Please refer to our <u>Privacy Policy</u> for information on how we collect, use and disclose personal information.