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## Get Kids Active! Scholarship

### No Purchase Necessary

This Contest is sponsored by ActivityTree, LLC (“ActivityTree”). No purchase or payment is necessary to enter this contest. ActivityTree reserves the right to modify the rules of this contest in any way or at any time, without prior notice. ActivityTree also reserves the right to cancel this contest at any time, without prior notice.

### How to Enter

NO PURCHASE NECESSARY. The contest begins on April 28, 2012 at 8:00 a.m. CDT and ends on June 1, 2012 at 11:59 p.m. CST (the “Entry Period”). In order to enter this contest, submit a description of how you will use the money to keep your kids active. Entries may be submitted (i) on our facebook page <http://www.facebook.com/home.php?#!/pages/ActivityTree/154144179281>, (ii) online at <http://activitytree.com/page/company/scholarship>, or (ii) online by completing the entry form available on any activity or camp provider detail page. Entries must be received within the Entry Period. ActivityTree does not assume responsibility for lost, illegible, incomplete, unconfirmed, damaged, late or misdirected entries, all of which will be void. Entries become the property of ActivityTree and will not be acknowledged or returned. Proof of submission is not proof of receipt by ActivityTree. Limit one (1) entry per household. ActivityTree reserves the right, in its sole discretion, to reject or disqualify any entries that are inconsistent with its editorial standards, audience expectations, or reputational interests or that ActivityTree believes may violate any applicable law or regulation or the rights of any third party. ActivityTree reserves the right, in its sole discretion, to verify any element of any entry or related materials and to disqualify any entrant whose participation may subject the contest, ActivityTree, or ActivityTree’s advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. Except where legally prohibited, submission of an entry constitutes permission for ActivityTree to use the entrant’s name, state of residence and entry comments in ActivityTree promotional material (including posting on ActivityTree.com, Facebook.com and Twitter.com), to forward the entrant’s name, email address and entry comments to the provider selected by the entrant for the scholarship and to use the entrant’s name, state of residence and entry comments for advertising, public relations and editorial purposes worldwide, in perpetuity, without further compensation unless prohibited by law. ActivityTree is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at ActivityTree’s sole discretion, without further obligation or compensation.

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### Eligibility

Legal residents of the 50 United States, and the District of Columbia, other than the State of Rhode Island, 18 years of age or older at the time of the entry are eligible to enter, except employees of ActivityTree and their immediate family. You are not eligible to enter or win if you were selected as the winner of any contest offered by ActivityTree in the prior three months. The contest is subject to all applicable federal, state and local laws and regulations. This contest is void where prohibited or restricted. Any person attempting to defraud or in any way tamper with contest results will be ineligible for any prizes and may be prosecuted to the full extent of the law.

### Selection of Winners

There will be a winner selected each week from among all eligible entries by judges appointed by ActivityTree. Judges will select one winner each Friday during the Entry Period and the Friday after the last day of the Entry Period. The decisions of the contest judges will be final and binding on all matters including the validity of entries, and the determination of the potential winners shall be final. The potential winners will be notified by email and/or phone within five (5)

days of the judges' determination. Odds of winning the contest depend on the number of eligible entries received. AN ATTEMPT WILL BE MADE TO NOTIFY POTENTIAL WINNERS BY E-MAIL FOLLOWING THE SELECTION OF A WINNER EACH FRIDAY DURING THE ENTRY PERIOD. ActivityTree reserves the right to request additional information from entrants. The potential winners may be required to execute and return an affidavit/declaration of eligibility and a liability release within 10 days and, except where prohibited by law. Failure to claim the prize within 5 days of notification, or failure to return a completed publicity release within 10 days of delivery of the release to the winner will result in the prize being forfeited. Checks will be valid for 90 days from the date of issue. Failure to use the check within 90 days of the date of issue will result in forfeiture of the prize. By entering, you agree that if the selected entrant is disqualified and/or the prize is forfeited for any reason, ActivityTree shall be fully and completely released and discharged from any liability or responsibility in this regard.

## **Prize**

Entrants will enter for a chance to win a weekly check for \$50 payable to the winner's chosen kid's activity or camp provider. All taxes and any other incidental expenses on prizes are the sole responsibility of each winner. The awarding of any prize is contingent upon full compliance with these Official Rules. Entrants agree to be bound by these rules and agree that if any winner fails to provide proof of identity, refuses to provide required affidavit, is found to have violated these rules or otherwise does not meet eligibility criteria, prize will be forfeited and awarded to an alternate winner. Entrants understand that ActivityTree is not liable for injuries, losses or damages of any kind arising from participation in this promotion and acceptance, possession and use of prize. ActivityTree is not responsible for any typographical or other error in the printing of the offer, administration of the contest or in the announcement of the prize. Decisions of ActivityTree are final and binding in all respects.

## **Privacy**

By entering and providing the required entry information, you consent to receiving email communications from ActivityTree, including, but not limited to newsletters or special offers ActivityTree.com believes may be of interest to you. Your name, email address and entrant comments may also be shared with the provider whose programs you selected when entering the scholarship. Information collected from online entrants is subject to ActivityTree's privacy policy at [www.ActivityTree.com](http://www.ActivityTree.com). IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST.

## **Limitation of Liability**

By participating, entrants agree that ActivityTree, those involved in the development, production, implementation and distribution of this promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this contest, including entry and participation in this contest and acceptance, possession, use or misuse of any prize, or participation in prize-related activities. ActivityTree shall not be responsible for any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading material and/or participating in any part of this contest. In the event of any third party claims, damages, losses or injuries, arising from or relating to this contest,

entrants will indemnify ActivityTree from any and all such claims, including the attorney fees related thereto.

### **Governing Law**

Unless specifically prohibited by law in the entrant's jurisdiction of residence, this contest shall be governed by Minnesota law. By participating in this contest, entrants agree that Minnesota courts shall have jurisdiction over any dispute or litigation arising from or relating to this sweepstakes and that venue for any such disputes shall be only in Minneapolis, Minnesota.

### **Rules/Winner's List**

The winner's name will be posted on ActivityTree's facebook page within thirty (30) days of the winner's selection. To receive a copy of the Official Rules, or the names of the winners, send a self-addressed stamped envelope to: "Activitytree.com Scholarship", ActivityTree, 2339 Waters Road, Mendota Heights, MN 55120. Specify Winners List or Official Rules on your request.

### **Personal Information**

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Unless entrants otherwise indicate, the personal information collected by ActivityTree in the course of this contest will be used in accordance with these Official Rules, for the purposes of administering the contest and as permitted or required by law. Except where legally prohibited, submission of an entry constitutes permission for ActivityTree to use the entrant's name, state of residence and entry comments in ActivityTree promotional material (including posting on ActivityTree.com, Facebook.com and Twitter.com), to forward the entrant's name, email address and entry comments to the provider selected by the entrant for the scholarship and to use the entrant's name, state of residence and entry comments for advertising, public relations and editorial purposes worldwide, in perpetuity, without further compensation unless prohibited by law. ActivityTree is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at ActivityTree's sole discretion, without further obligation or compensation.

### **General**

Except where prohibited by law, potential winners may be required to complete and return an Affidavit of Eligibility/Ownership/Liability Release, Publicity Release and Copyright Assignment within ten (10) days of notification or an alternate entry may be selected. If a winner's notification is returned as undeliverable, an alternate winner will be selected.