

# Milner Facebook Aficio SP C231SF Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. MESSAGE AND DATA RATES MAY APPLY.**

**SWEEPSTAKES PERIOD:** The **Milner Facebook Aficio Sweepstakes** (“Sweepstakes”) starts on 9/1/2011 at 9:00 am ET and ends on 9/30/2011 at 4:59:59 pm ET (the “Sweepstakes Period”).

**HOW TO ENTER:** You will need a web access to participate in the Sweepstakes. If you would like to play and do not have web access you can receive an official entry form by mailing a request in a self addressed stamped envelope to Milner, Inc. 5125 Peachtree Industrial Blvd, Norcross GA 30092 .

Each participant will need a basic Facebook account to enter. Each participant will earn one (1) Sweepstakes entry by selecting “Like” on the Milner, Inc. Facebook page. Limit one (1) entry per person / per Milner, Inc. Facebook visit and/or mailing address, per day, during the Promotion Period. All entries must be received by 4:59:59 pm ET on October 14, 2011.

Facebook membership identification required to be eligible enter and win. Incomplete **entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the entrant only at the Milner, Inc. Facebook page by selecting ‘like’.** Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes.

The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum number of entries.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes. Participant specifically acknowledges and agrees that the Milner, Inc. Aficio Sweepstakes may utilize information obtained from participant in order to contact participant and/or to offer promotion Sponsor products or services.

**ELIGIBILITY:** The Sweepstakes is open to all legal residents of the 50 United States and D.C. at least 21 years of age or older, as of Sweepstakes Start Date. Employees, officers and representatives of Milner Inc. (the “Sponsor”), and promotion partners Relevate, Print Imaging Association of Georgia, Mobile Tag, Inc., AT&T, Rick Steve’s Europe Through the Backdoor and any of their respective parent companies, affiliates, distributors, suppliers, subsidiaries, retailers, advertising / promotion agencies, (collectively, “Released Parties”) and members of the immediate family (mother, father, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to participate. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, and where prohibited, taxed, or restricted by law.

**Internet Limitations of Liability:** If for any reason, this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor’s control, which affects the proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process (if applicable), and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award prizes using all non-suspect eligible entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries; theft, destruction or unauthorized access to, or alteration of, entries; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem, including but not limited to any injury or damage to any person’s computer related to or resulting from Sweepstakes participation; typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, in the processing of entries, in the selection or announcement of winners or in the awarding of prizes.

Sponsor is not responsible for any damage to an entrant’s system which is occasioned by participating in this Sweepstakes or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. **CAUTION: ANY ATTEMPT TO**

DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Grand Prize: There will be one (1) Grand Prize. The Grand Prize winner will receive one (1) **Aficio SP C231SF multifunction copier/printer**. Prize subject to availability and is subject to change at Sponsor's sole discretion. The Grand Prize winner is responsible for pick up of Grand Prize at Milner, Inc. at 5125 Peachtree Industrial Blvd. Norcross, GA 30092. Sponsor shall have no responsibility or liability for any express or implied warranty of Grand Prize. The Sweepstakes Grand Prize will be deemed awarded upon winner's winning notification of Grand Prize. The Grand Prize value cannot exceed the maximum allowable prize amount of \$899 and any difference between stated ARV and actual value of Grand Prize will not be awarded. The Grand Prize must be picked up at Milner, Inc. completed by January 1, 2012 or prize will be forfeited.

By accepting any of the aforementioned prizes, prize winners agree to release the Sponsor and Released Entities from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the or for damages of any kind caused by any prize or resulting from acceptance, possession, or use or misuse or failure to use any prize awarded, or while preparing for, participating in, and/or traveling to and from any prize-related activity. Sponsor has not made any warranty. All local, state and federal taxes are the sole responsibility of winners. The prize may not be sold, traded, or commissioned, and is not exchangeable, transferable (exception: Grand Prize is transferable to a surviving spouse residing in the same household), or redeemable for cash. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value. All decisions by Sponsor as to prize winners and prizes are final. Sweepstakes administrator is not the supplier or guarantor of any prize.

**DRAWING/NOTIFICATION** The Grand Prize will be randomly selected from among all eligible entries received, on or about November 1, 2011 by Milner, Inc. ("the Administrator"), an whose decisions are final in all matters relating to this Sweepstakes. Odds of winning a prize will depend on the total number of eligible entries received. The Grand Prize winner will be notified by telephone and/or USPS mail. Upon initial notification and verification of the prize winners, confirmation will be sent to winner via U.S. mail, or other delivery service of Sponsor's choice.

**PRIZE CONDITIONS:** Each prize winner is solely responsible for the reporting and payment of all applicable federal, state, and local taxes (if applicable) associated with the receipt of the prize. The Grand Prize winner will receive an IRS form 1099-MISC. The Grand Prize winner will be required to sign an Affidavit of Eligibility and Liability / Publicity Release and return it within fourteen (14) days of written notification by mail or the prize may be forfeited and an alternate potential winner selected, time-permitting. If a prize or prize notification is returned as

unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite document within the specified time period, and/or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner will be selected for the prize at issue, time permitting. Before receiving any prize and as a condition of receiving such prize the winner must provide valid photo identification featuring his or her name, date of birth, and address as it appeared on the entry form supplied, and offer proof of proper age and residency in U.S.

**OTHER TERMS AND CONDITIONS:** The Sweepstakes is subject to all applicable federal, state, and local laws. By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and agree that: 1.) Released Parties and their designees and assigns shall have the right and permission to use (unless prohibited by law) the winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without further notice, permission or compensation, and 2.) Released Parties and their designees and assigns and all of their respective officers, directors, employees, representatives and agents shall have no liability and entrant will indemnify, defend and hold Released Parties harmless from any liability, loss, injury, or damage to entrant themselves or any other person or entity, including personal injury, death or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize (including any prize activity or travel related thereto) or participation in this Sweepstakes. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Sponsor reserves the right, in its sole discretion, to disqualify any entry and to modify, terminate or suspend this Sweepstakes should virus, bugs, non-authorized human intervention, action of entrants, or other causes beyond the reasonable control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, if the Sweepstakes is modified, terminated or suspended, at Sponsor's discretion, select winners from those eligible, non-suspect entries. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose.

**DISPUTES:** By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 entrants and Sponsor or the Released Parties in connection with the Sweepstakes, 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of Georgia. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Georgia, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

**WINNER LIST:** To request confirmation of the name and city/state of residence for the winner, please send a self-addressed, stamped business size envelope, by Dec. 31, 2011, to: Milner Facebook Aficio SP C231SF Sweepstakes Winner's List c/o Milner, Inc. 5125 Peachtree Industrial Blvd. Norcross, GA 30092

**SPONSOR:** Milner, Inc. 5125 Peachtree Industrial Blvd. Norcross, GA 30092