



## Jackson Hewitt Feedback Survey Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sweepstakes Time Period:** The Jackson Hewitt Feedback Survey Sweepstakes (the "Sweepstakes") shall begin 12:00:01 AM Eastern Time ("ET") on December 14, 2020 and end 11:59:59 PM ET on April 20, 2021 (such period, the "Sweepstakes Period").

**Sponsor:** The Sweepstakes is sponsored by Jackson Hewitt Inc., 10 Exchange Place, 27<sup>th</sup> Floor, Jersey City, NJ 07302 (the "Sponsor").

**Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding, without limitation, Puerto Rico, other US territories and possessions, and where prohibited by law), who are 18 years of age or older at the time of entry ("Entrant"). Employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of the same household of Sponsor, InMoment (the "Survey Administrator"), The Sweepstakes Center (the "Sweepstakes Administrator"), and their respective parent companies, subsidiaries, and anyone connected with the production or distribution of the survey or the Sweepstakes ("Sweepstakes Entities"), as these designations might apply, are not eligible to enter or be awarded a prize. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia.

**How to Enter:** There are three (3) ways to enter the Sweepstakes:

**Method #1 Email Invite:** If you receive an email invitation from Sponsor regarding Sponsor's online survey ("Survey"), follow the instructions on the invitation to complete the Survey to be entered into the Sweepstakes (each an "entry" or "entries"). Entry must be filled out completely with your name, address, city, state, zip code, age, area code, phone number and email address.

**Method #2 Promotional Material Invite:** If you receive a URL from Sponsor with your tax returns, type the URL provided by Sponsor ("Site") into your browser, follow the instructions on the Survey Landing page to receive your Receipt Number and complete the Survey and entry form to be entered into the Sweepstakes (each an "entry" or "entries"). Entry must be filled out completely with your name, address, city, state, zip code, age, area code, phone number, and email address and Receipt Number. Note that for these entries, a valid Receipt Number is required. A Receipt Number may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. It is the responsibility of the Entrant to ensure that Entrant has entered the Receipt Number correctly.

For Method #1 and Method #2 Above: All Requested Information submitted is subject to verification. The answers to the Survey will have no effect on an Entrant's ability to enter or win. It is the Entrant's responsibility to provide a valid email address. In case of dispute as to the identity of any online Entrant, entry will be declared made by the authorized account holder of the email address submitted at time of

entry. "Authorized User" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Entries must be made by an individual and may not be made by proxy or any electronic/automated means such as script, bot, macro or any other similar software or program. Entrant may not enter with multiple email and/or multiple identities and/or accounts, nor may Entrant use any other device or artifice to obtain more than the maximum number of entries. A wireless mobile device is not required to enter the Promotion. If you opt to participate via your wireless mobile device (which may only be available via participating wireless carriers), standard carrier rates and charges will apply according to the terms and conditions of your service agreement with your wireless carrier. Sponsor is not responsible for any charges related to participation via mobile device or computer.

**Method #3 Mail-In Entry:** To enter the Sweepstakes without a Survey or purchase, mail a postcard, which includes your name, complete address, email address and phone number, with proper postage to: "Jackson Hewitt Feedback Survey Sweepstakes", PO Box 16470, Rochester, NY 14616. Each postcard (each an "entry" or "entries") must be postmarked by the Entry Period End Date and must be received by the Mail-In Entry Received By Date indicated in the Entry Period chart below, to be eligible for that Entry Period drawing. Entries that do not contain all the information requested or oversized entries, copies and other mechanical reproductions are not permitted for mail-in entries and will be disqualified from drawings. Sponsor is not responsible for illegible, lost, late, misdirected, postage due, damaged or incomplete entries. Proof of mailing an entry is not proof of receipt.

All entries made in violation of these Official Rules will be disqualified. By participating in the Sweepstakes, each Entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.

**Limit:** One (1) entry per person during the entire Sweepstakes Period (defined in the 'Sweepstakes Time Period' Section above), regardless of the method of entry.

**Entry Periods:** There are sixteen (16) Entry Periods as defined in the Entry Period chart below (each referred to as an "Entry Period") and all Entry Periods will be referred to herein as the Sweepstakes Period. Entries must be received during the applicable Entry Period to be eligible for that Entry Period drawing. Non-winning Entry Period entries will not be rolled over to subsequent Entry Periods.

#### **ENTRY PERIOD CHART**

| Entry Period | Entry Period Start Date:<br>12:00:01 AM ET on | Entry Period End Date:<br>11:59:59 PM ET | Mail-In Entry Received By Date: | Entry Period Drawing Date:<br>on or about |
|--------------|---|--|---------------------------------|---|
| 1            | 12/14/2020                                    | 01/02/2021                               | 01/09/2021                      | 01/12/2021                                |
| 2            | 01/03/2021                                    | 01/09/2021                               | 01/16/2021                      | 01/19/2021                                |
| 3            | 01/10/2021                                    | 01/16/2021                               | 01/23/2021                      | 01/26/2021                                |
| 4            | 01/17/2021                                    | 01/23/2021                               | 01/30/2021                      | 02/02/2021                                |
| 5            | 01/24/2021                                    | 01/30/2021                               | 02/06/2021                      | 02/09/2021                                |
| 6            | 01/31/2021                                    | 02/06/2021                               | 02/13/2021                      | 02/16/2021                                |
| 7            | 02/07/2021                                    | 02/13/2021                               | 02/20/2021                      | 02/23/2021                                |
| 8            | 02/14/2021                                    | 02/20/2021                               | 02/27/2021                      | 03/02/2021                                |
| 9            | 02/21/2021                                    | 02/27/2021                               | 03/06/2021                      | 03/09/2021                                |

|    |            |            |            |            |
|----|------------|------------|------------|------------|
| 10 | 02/28/2021 | 03/06/2021 | 03/13/2021 | 03/16/2021 |
| 11 | 03/07/2021 | 03/13/2021 | 03/20/2021 | 03/23/2021 |
| 12 | 03/14/2021 | 03/20/2021 | 03/27/2021 | 03/30/2021 |
| 13 | 03/21/2021 | 03/27/2021 | 04/03/2021 | 04/06/2021 |
| 14 | 03/28/2021 | 04/03/2021 | 04/10/2021 | 04/13/2021 |
| 15 | 04/04/2021 | 04/10/2021 | 04/17/2021 | 04/20/2021 |
| 16 | 04/11/2021 | 04/20/2021 | 04/27/2021 | 04/30/2021 |

**Winner Selection:** Potential winners will be selected in random drawings on or about the drawing date indicated in the Entry Period chart above, from among all eligible entries received within the corresponding Entry Period. Random drawings will be conducted by The Sweepstakes Center, an independent judging agency, whose decisions are final and binding.

**Winner Notification:** Potential winners will be notified by email, phone and/or mail and required to sign and return, where legal, a Declaration of Eligibility and Liability/Publicity Release ("Declaration") within ten (10) calendar days of prize notification. If any potential winner is considered a minor in his/her jurisdiction of residence, Declaration must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. Noncompliance will result in disqualification and an alternate winner may be selected. Prizes will be awarded within approximately 45 days after the winner is verified. If winner notification is returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing for that Entry Period. Upon prize forfeiture, no compensation will be given. Potential winners may also be contacted via email or phone by their local Jackson Hewitt office and invited to their local office for a photo opportunity and to celebrate the winning of their prize.

**Prize/Prize Approximate Retail Value ("ARV")/Odds: PRIZE:** Sixteen (16) Grand Prizes: There will be one (1) Grand Prize winner for each Entry Period for a total of sixteen (16) Grand Prize winners. Each Grand Prize winner will receive a five hundred dollar (\$500.00) cash prize. (ARV of each Grand Prize \$500.00). Total ARV of all prizes is \$8,000.00. Prize is not transferable. A prize will be awarded provided it is claimed properly according to these rules. Each winner acknowledges that Sponsor and all other Sweepstakes Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize, and each winner is personally responsible for any and all federal, state and/or local taxes, levies and/or other governmental charges, as the case may be, in connection with the receipt of any prizes. The actual odds of winning will depend on the actual number of entries received. Limit one (1) prize per person.

**General Terms and Conditions:** No Entrant or winner shall have the right to contest any decision by the Sponsor or the independent judging organization concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. The Sponsor is not responsible for those who are not solicited to enter or complete the Survey and cannot access the Internet for any reason or cannot click-through for any period of time for any reason to complete the online survey, including but not limited to, errors by Sponsor's representatives who enter incorrect information into any of Sponsor's computer systems. Proof of entry is not proof of entry receipt. The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes or if, in the Sponsor's

sole determination, it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. The Sponsor reserves the right to disqualify any entry from the Sweepstakes if, in the Sponsor's sole judgment, an Entrant has not complied with these Official Rules, or any Entrant it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or the Site. Without limitation, an Entrant's entries will be disqualified, at the sole discretion of Sponsor, if Entrant attempts (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. Only the prize listed and the value listed in the Official Rules shall be awarded. By entering this Sweepstakes, Entrant and winners explicitly agree to release and hold harmless the Sweepstakes Entities, their respective affiliates, parent companies, subsidiaries, successors and assigns and their respective advertising, design, and production agencies and print production agencies and all their respective shareholders, directors, officers and employees (collectively, "Released Entities"), one and all, from all liability (including attorney's fees and costs) for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of the prize or force majeure.

**Other Terms and Conditions:** The Sweepstakes is void where prohibited, licensed, restricted or taxed. All federal, state, and local laws and regulations apply. If any provision of the Sweepstakes shall be deemed to violate any federal, state, or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state, or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes any and/or your entry if you reside in such jurisdiction, without penalty and without obligation to you.

**Publicity Release:** Acceptance of the prize constitutes permission for Sponsor to use the winner's name, voice, photo, image, likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by the Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law. Winners hereby agree to execute any and all documents requested by the Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate the Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.

**Consumer Disclosure/Award Rules:** All entries are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeit, altered,

defective, illegible, reproduced, tampered with, mutilated or irregular in any way, or (c) contain printing, typographical, mechanical, seeding or other errors. Sponsor's liability for entries containing printing or other errors is limited to replacement of such entry with another eligible entry, while supplies last. If due to a computer programming, printing, production or other error, more prizes are claimed than intended to be awarded according to the prize Section of these Official Rules, any such prizes will be awarded in a random drawing from among all claims received for such prize. In no event will Sponsor be liable for more than the stated number of prizes in the Prize Section of these Official Rules.

**LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEB SITE, AND/OR AS A RESULT OF DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**Disputes, Claims or Actions:** Entrant agrees that any and all disputes, claims, action and causes of action arising out of or connected with this Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Jersey City, New Jersey. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**Privacy Policy:** All entries submitted become the property of the Sponsor and none will be acknowledged or returned. Sponsor and Survey Administrator collect personal information from you when you enter the Sweepstakes that will be used for the administration of the Sweepstakes. The information collected is subject to their respective Privacy Policies found at <http://www.jacksonhewitt.com/Privacy-Policy/> and <http://www.inmoment.com/privacy-policy/>. By entering the Sweepstakes, you explicitly provide consent for the use of your personal information in this manner.

**Official Rules Request:** To request a copy of the Official Rules, go to [www.jacksonhewitt.com/survey](http://www.jacksonhewitt.com/survey) or send a self-addressed, stamped envelope by April 20, 2021, to: Jackson Hewitt Feedback Survey Sweepstakes Rules Request, PO Box 16350, Rochester, NY 14616.

**Winners List:** For the Names of the Prize Winners—Available after April 30, 2021- send a self-addressed, stamped #10, business envelope to: *Winner— Jackson Hewitt Feedback Survey Sweepstakes Winners List, PO Box 16350, Rochester, NY 14616.* Requests must be received by May 28, 2021. You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.