

## Holiday Returns Evening Twitter Party Promotion Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PLEASE READ THESE TERMS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS. BY ENTERING THIS PROMOTION, YOU WAIVE THE RIGHT TO BRING AN ACTION ON A CLASS WIDE BASIS FOR CLAIMS OR DISPUTES BETWEEN US THAT ARISE OUT OF OR RELATE TO YOUR PARTICIPATION IN THIS PROMOTION.**

This Promotion is intended for participation by residents of the continental United States and the District of Columbia only and shall be construed and evaluated according to U.S. law. Do not enter this Promotion if you do not meet all of the eligibility requirements set forth in these Official Rules. Void outside the continental U.S., in Puerto Rico and where prohibited by law.

**1. Promotion Period:** The Promotion begins at 8:00 pm ET and ends at 9:00pm ET on January 3, 2012 ("Promotion Period").

**2. Sponsor:** United Parcel Service General Services Co., 55 Glenlake Pkwy NE, Atlanta, GA 30328 (referred to herein as "Sponsor" or "UPS").

**3. Eligibility:** The Promotion is open to legal residents of the 50 United States and DC who are eighteen (18) years of age or older at the time of entry, and who have Internet access and a valid e-mail account prior to the beginning of the Promotion Period.

Employees, officers, directors, agents, compensated hosts and bloggers and representatives of UPS, its parent, subsidiary and affiliated companies and their respective suppliers, advertising, promotion and administrative agencies (hereafter, collectively "Released Parties") and their respective affiliated entities, as well as the immediate family members (mother, father, sister, brother, any child, husband, wife, regardless of where they reside), and/or persons living in the same household of such persons, whether or not related, are not eligible to enter or win the Promotion. Participation constitutes entrant's full and unconditional acceptance of these Official Rules and each entrant agrees to be bound by them. Eligibility to receive a prize is contingent upon fulfilling all requirements as set forth in these Official Rules.

**4. How to Enter:** Participants must enter via Twitter. Participant must have a Twitter account and participant is subject to the Twitter terms and conditions. During the Promotion Period, send a tweet that includes the hashtag #HolidayReturns. Limit one entry per person regardless of number of tweets or retweets sent during the Promotion Period. The use of any automated software to submit entries will void all entries submitted by that person.

No faxed, e-mailed, mailed or telephoned-in entries will be accepted. Receipt of entries will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. By entering, each entrant represents that he or she is eligible to participate in the Promotion, has obtained permission from all third parties, as required, to participate and accept any prize, and participation in this Promotion and acceptance of a prize does not violate any agreements or obligations he or she may have with his/her employer or any third party or any laws, association rules or policies applicable to that entrant.

**5. Prizes and Odds:** Total of four (4) potential prize winners. One (1) potential prize winner will be selected in a random drawing from among all eligible entries received prior to the Entry Deadline. Prize drawing will be conducted by UPS or an independent judging organization, whose decisions regarding the prize drawings are final and binding in all respects. **ODDS OF WINNING ARE BASED ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED PRIOR TO EACH ENTRY DEADLINE.** Non-winning entries will remain eligible for subsequent drawings. Limit one prize per person. Potential winning entry is subject to verification by UPS. An entrant is not a winner of the prize until entrant's eligibility and the

potential winning entry have been verified. UPS reserves the right to award the prize to employer of prize winner.

Drawing	Entry Deadline	Prize
1	8:15	\$25 The UPS Store gift card
2	8:30	\$25 The UPS Store gift card
3	8:45	\$25 The UPS Store gift card
4	9:00	\$100 gift card to a retailer selected by Sponsor

Gift card terms and conditions apply. Sponsor makes no warranties, representations or guarantees relative to any prize, and disclaims all liability for the provision, use, quality or nature of any third party product or service provided to a winner.

**Potential winners will be notified via Twitter direct message and will be required to respond via direct message to Sponsor with their name, age and contact information within five minutes of notification by UPS. If a potential winner does not respond within five minutes as requested by UPS, that potential winner will be disqualified and UPS may select an alternate winner.**

No transfer, assignment and no substitutions will be made, except that UPS reserves the right to substitute a prize with one of or equal or greater value, at its sole discretion. **Winner is responsible for all federal, state and local taxes, including without limitation, any applicable income taxes on prize and for any other expenses relating to the use of prize.** UPS, to the extent required by law, reserves the right to notify local, state and federal taxing or regulatory authorities of the identity of the winner, the value of the prize, and any other information required by any applicable statute, regulation, or ordinance. All federal, state and local laws apply. **All prizes may not be awarded if an insufficient number of eligible entries are received.**

**6. Affidavit and Releases:** Upon the request of UPS, potential winners will be required to sign and return an Affidavit of Eligibility and a Liability and Publicity Release (except where prohibited by law) within seven (7) calendar days of the date when such documents are mailed to that potential winner, or prize may be forfeited and awarded to an alternate winner. If a potential winner fails to respond to prize notification as requested by UPS or prize notification is returned as undeliverable, that potential winner will be disqualified and UPS may select an alternate winner.

**7. Publicity Release:** By accepting a prize, each winner grants to UPS, and those acting pursuant to UPS's permission, the right and permission at any time to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, throughout the world in perpetuity, including, but not limited to, the world wide web, the winner's name, voice, likeness and/or biographical information and tweets as news or information and for advertising, trade and promotional purposes without additional consideration, and without review, notice or approval, except where prohibited by law.

**8. LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE PROMOTION, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS UNITED PARCEL SERVICE OF AMERICA, INC. AND ITS AFFILIATED ENTITIES, PRIZE ADMINISTRATOR, AND PRIZE SUPPLIERS, AS WELL AS AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS AND EMPLOYEES OF EACH OF THE FOREGOING (INCLUDING UPS) FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS OR ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE PROMOTION OR FROM THEIR ACCEPTANCE, POSSESSION AND/OR USE, MISUSE OR NONUSE OF ANY PRIZE THAT MAY BE AWARDED, OR FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING, OFFERING OR ANNOUNCEMENT OF ANY PRIZE. EACH ENTRANT FURTHER ACKNOWLEDGES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, 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, REGARDING THE USE, VALUE OR ENJOYMENT OF THE PRIZE, INCLUDING WITHOUT LIMITATION, ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

ENTRANT UNDERSTAND AND AGREES THAT USE OF TWITTER AND ALL OTHER ELEMENTS OF THIS PROMOTION IS AT ENTRANTS OWN DISCRETION AND RISK. EACH ENTRANT UNDERSTANDS THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS PROMOTION. THE RELEASED PARTIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE PROMOTION.

**9. Additional Terms and Conditions:** By participating, each entrant agrees that (a) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorneys' fees; and (c) 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 damages for actual out-of-pocket expenses. Any dispute or claim arising out of this Promotion, or any disputes with site users which arise as a result of the use of this website shall be resolved in the U.S. and shall be governed by the laws of the State of Georgia without respect to conflicts of laws principles. Any such claim shall be brought and maintained in the federal or state courts of the State of Georgia. If any provisions of these Official Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. UPS assumes no responsibility for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of, entries. Entries that have been tampered with are void. UPS reserves the right to disqualify any entrant who they determine in their discretion, has threatened the operation of this Promotion or violates these Official Rules. UPS reserves the right, in its sole discretion, to cancel or suspend this Promotion if the Promotion cannot be operated as planned or should other causes beyond UPS's control affect the administration, security or proper play of this Promotion. In such event, the winner will be selected from the eligible entries received up to the date of cancellation or suspension.

Any attempt by an entrant or any other individual to deliberately damage or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, UPS reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. UPS reserves the right, in its sole discretion, to disqualify any individual found to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. UPS or its designee may prosecute any fraudulent activities to the full extent of the law.

The Released Parties are not responsible for: (i) computer equipment or hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, (ii) any lost or delayed data transmission, (iii) any incorrect or inaccurate entry of information of any kind, whether caused by users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of the entries in the Promotion, including, but not limited to, typographical or other errors in printing or posting of the offer or official rules, the selection and announcement of any winner, or the distribution of any prize, or (iv) any other error or malfunction which affects potential entrants' abilities to submit an entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, mutilated, garbled, postage-due or misdirected entries, which will be disqualified.

**10. Official Rules:** For a copy of the Official Rules, send a self-addressed, stamped envelope to UPS, Attn: Holiday Returns Evening Sweepstakes - Official Rules, 55 Glenlake Pkwy NE, Atlanta, GA 30328. Requests must be received by February 3, 2012.

**11. Holiday Returns Evening Winner's List:** For the name of the winners, send a self-addressed, stamped envelope to UPS, Attn: Green Holiday Sweepstakes Winner's list, 55 Glenlake Pkwy NE, Atlanta, GA 30328. Requests must be received by February 3, 2012.