

## SAVE AND WIN OFFICIAL RULES

### CONCEPT

The Save and Win Contest is a initiative of the Alliance for Sustainable Families that supports Volunteer Income Tax Assistance (VITA) sites through its EITC Coalitions. This campaign is promoting the option for a taxpayer to buy a Savings Bond with their tax refund through a drawing for a cash prize for a tax-time bond buyer and for the Alliance's VITA volunteer that sells the most bonds via the tax prep process. The intent of the raffle is to bring excitement, fun and, most importantly, awareness of this option to buy a secure asset at tax time when some taxpayers has some extra money because of credits and/or tax refunds.

### DEFINITIONS

**Contest:** Save and Win Contest

**Contest Participant:** an individual who meets the eligibility requirements to participate in the Contest and submits an entry into the Contest, as well as a VITA volunteer at a VITA site managed by the Alliance for Sustainable Families' EITC Coalition.

**Prize:** \$1000 to winning Contest Participant and \$1000 to winning VITA Volunteer  
Winner: (1) the randomly selected Contest Participant and  
(2) VITA Volunteer that processes the most number of savings bond orders on the tax return.

**Sponsor:** West Virginia Alliance for Sustainable Families.

**U.S. Savings Bond:** a Series I Savings Bond purchased via the tax refund.

### ELIGIBILITY

The Save and Win Contest is open to only legal residents of West Virginia who are at least eighteen (18) years old at the time of entry. Employees of the Coalition for Sustainable Families as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. This Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes Contest Participant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon Contest Participant fulfilling all requirements set forth herein or hereafter set by Sponsor.

Contest Participants whose income meets the eligibility for having their tax return prepared by a VITA site.

An individual who can be claimed as a dependent by another person on that person's federal tax return, even if that individual is not claimed by another person, is not eligible to participate.

Entries into the Contest must be received by Sponsor no later than April 14, 2012, by 11:59 p.m. Eastern Time, to be eligible for a prize.

If an individual has a disability that he/she believes prevents him/her from participating in the Contest, that individual or that individual's representative should call (304) 342-6972.

The Entry and Release Form for the Contest must be signed by Contest Participant to be eligible for drawing.

#### HOW TO ENTER

Contest Participants must purchase a Series I U.S. Saving Bond via their tax return to receive a chance to win the Prize. For each \$50 invested in a Series I U.S. savings bond up to a maximum of \$1000 invested, an eligible individual may receive one entry into the Contest up to a maximum of 20 entries.

Contest Participants may submit an entry or entries into the Contest by:

Contest Participant visits a VITA site sponsored by the Alliances on Sustainable Families EITC Coalition to have her/his return prepared by a VITA Volunteer. If the Contest Participant is owed a refund, the volunteer will prepare the tax return and complete a Form 8888 and divert, in \$50 increments as requested by Contest Participant, part of the refund to a U.S. savings bond. The Contest Participant then signs the Alliance Contest Entry and Release Form. Contest Participant will be automatically entered into the Contest if Contest Participant meets the requirements of this paragraph.

The VITA Volunteer that processes the tax form with the savings bond purchase fills out the section of the form verifying the savings bond purchase, their site location, their name and the date.

Sponsor is not responsible for lost, late, incomplete, invalid, illegible, or misdirected entries, all of which will be disqualified.

#### TIMING

The Contest begins on January 16, 2012 at 12:00 a.m. and ends on April 14, 2012 at 11:59 p.m. Sponsor's computer is the official timekeeping device for the Contest.

#### WINNERS

On or about April 16, 2012, the Alliance for Sustainable Families will choose, at random, one entry form of those Contest Participants who have entered the Contest for a Grand Prize of \$1000 to be submitted as a check from the Alliance.

Also, on or about April 16, 2012, the VITA Volunteer with the most entries submitted of eligible Contest Participants will be tabulated from the Eligibility and Release Forms and awarded a \$1000 check from the Alliance.

#### VERIFICATION

All potential winners are subject to verification by Sponsor whose decisions are final and binding in all matters related to the Contest. A Contest Participant is not a winner unless and until her or his eligibility has been verified and she or he has been notified that verification is complete.

All potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event the Winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

#### PUBLICITY

Except where prohibited, participation in the Contest constitutes Winner's consent to the use of their name, likeness, photograph, voice, opinions and/or hometown by Sponsor along with its agents and representatives, for promotional purposes in any media, worldwide, without further payment or consideration.

#### GENERAL CONDITIONS

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of the provision.

#### RELEASE

By participating in the Contest, a Contest Participant agrees to release and hold harmless Sponsor and the Sponsor's officers, directors, employees, attorneys, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

#### LIMITATIONS OF LIABILITY

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Contest Participants, printing errors of by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind,

including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contest Participant's participation in the Contest or receipt or use or misuse of any prize. Nor more than the stated number of prizes will be awarded.

#### DISPUTES

Except where prohibited, contest Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate West Virginia Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Contest Participant be permitted to obtain awards for, and Contest Participant hereby waives all rights to claim, indirect, punitive incidental and consequential damages 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 Contest Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

#### RULE CHANGES

Sponsor reserves the right to modify these rules at any time regardless of whether an entry has been submitted by a Contest Participant at the time of modification. The most updated rules can be found at the following website: [www.wvasf.org](http://www.wvasf.org)

#### FOR INQUIRIES OR INFORMATION

Please contact the WV Alliance for Sustainable Families at (304) 342-6972.