

# CDW Digital Marketing Research Survey Sweepstakes

## OFFICIAL RULES

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

**ELIGIBILITY:** The CDW Digital Marketing Research Survey Sweepstakes ("Sweepstakes") sponsored by CDW LLC ("Sponsor") is open only to legal residents of the 50 United States and the District of Columbia ("D.C.") who are 18 years of age and older (19 and older if a resident of AL or NE) at the time of entry. Employees, officers and directors of Sponsor, its parent company, subsidiaries, affiliates, advertising and promotion agencies, any other organizations involved in the design, execution or fulfillment of the Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, children, grandparents, grandchildren and siblings and each of their respective spouses, regardless of where they live) or households (whether related or not) of any of the above are NOT eligible to participate. In addition to the above, employees of federal, state and local governmental entities are not eligible to participate or win a prize in this Sweepstakes. Determinations of eligibility will be made by the Sponsor, whose decisions shall be final. The Sweepstakes is void outside the 50 United States/D.C. and where prohibited by law.

**SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:01 a.m. Central Time ("C.T.") on 09/01/2016 and ends at 11:59:59 pm C.T. on 09/30/2016 ("Sweepstakes Period").

**HOW TO ENTER:** Visit [https://cdw.co1.qualtrics.com/SE/?SID=SV\\_bOSXhACxUn2wvxX](https://cdw.co1.qualtrics.com/SE/?SID=SV_bOSXhACxUn2wvxX) during the Sweepstakes Period and complete the CDW Digital Marketing Research survey. Provide all required information, including your name and email address, and follow all prompts and instructions to submit your entry.

**LIMIT: One (1) entry per person/email account for the entire Sweepstakes Period.** No group entries permitted. Any attempt by any person to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations, logins, or any other method will result in disqualification. Sponsor reserves the right to void all entries made through any third-party web site or service, or through any robotic, automatic, mechanical, programmed or similar entry duplication method, and to disqualify any individual using such a web site/ service or entry method, as applicable. Proof of submission of an entry does not constitute proof of receipt of entry by Sponsor.

By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

All entries become the sole and exclusive property of Sponsor. Receipt of entries will not be acknowledged except as provided herein. All incomplete or non-conforming entries will be disqualified.

In the event of a dispute regarding the identity of an entrant, the corresponding entry will be deemed made by the authorized account holder of the e-mail account associated with the entry, who must meet the eligibility requirements set forth in these Official Rules. The “authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may, at its sole discretion, require a potential prize winner to provide proof that s/he is the authorized account holder.

**SELECTION OF WINNERS/PRIZES/APPROXIMATE RETAIL VALUE (“ARV”): On or about October 1<sup>st</sup>, 2016** Sponsor will conduct a random drawing from among all eligible entries received to select twelve (12) prize winners. Each winner will receive the following:

One (1) Apple Watch® wrist wearable device (38mm Space Gray Aluminum Case with Black Sport Band). ARV: \$299.00 per prize. Total ARV of all prizes in this Sweepstakes: \$3,588.00

The prizes consist only of the described item. Other related expenses and costs (if any) not expressly listed above as being included with the prize are solely the responsibility of each prize winner. All features of the prize will be determined solely by Sponsor. Odds of winning a prize depend upon the number of eligible entries received.

Prizes are non-transferable and may not be offered for sale or at auction. No cash redemption or prize substitution allowed except as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable.

**Each winner will be responsible for payment of all federal, state and local income taxes on the prize.** The ARV of the prize was established as of the date these Official Rules were printed. Winners will not be compensated for any difference between the stated ARV and the actual value of the prize at the time it is awarded.

All prizes will be awarded provided they are claimed properly in accordance with these Official Rules. Prizes will be shipped within approximately thirty (30) days following verification of each winner’s eligibility.

By accepting a prize, each winner acknowledges that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose. If a prize is defective at time of delivery to winner, winner’s sole remedy will be to address the issue with the manufacturer for return, repair, replacement, refund, or other such remedy as winner and manufacturer may agree upon.

**NOTIFICATION OF WINNERS / CLAIMING PRIZES:** Each potential winner will be notified by email at the email address provided upon entry into the Sweepstakes. Sponsor is not responsible for changes to entrants' email addresses after entering the Sweepstakes. Each potential winner is subject to verification of eligibility (including proof of identity) and compliance with all terms and conditions set forth in these Official Rules as a condition of receiving a prize. Each winner may, at Sponsor's sole discretion, be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) within ten (10) days of issuance of documents. Failure to comply, or the return of a prize or prize notification as undeliverable, or the determination by Sponsor that a potential winner is ineligible to receive a prize, or a potential winner's refusal or failure to claim or accept his/her prize in accordance with these Official Rules will cause the applicable prize to be forfeited. If a prize is forfeited for any reason, it will be awarded to an alternate winner in a random drawing from among the remaining entries.

By accepting a prize, each winner consents to Sponsor's use of his/her name, voice, statements, photograph, taped or film image, and/or other likeness for advertising, promotion, public relations or trade purposes in commerce and in any media worldwide without limitation or additional compensation or notice, unless prohibited by law.

The awarding of any prize is contingent upon full compliance with these Official Rules.

**LIABILITY:** The Sponsor is not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected or not received by Sponsor or its agents for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, software or network transmissions, damage to participants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes; (iv) any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); (v) incorrect or inaccurate entry information whether caused by participants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vi) any typographical or other error in any printing or advertising related to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of the winners; or (vii) cheating or fraud by any participant.

By participating in this Sweepstakes, each participant agrees to indemnify, release, defend and hold harmless the Sponsor its parent company, affiliates, subsidiaries and agents, and the officers, directors, and employees of each of the foregoing, from and against any and all liability for injuries, losses, or damages of any kind to persons or property arising from or in connection with participation in the Sweepstakes or the acceptance, possession and/or use/misuse of a prize (if awarded to him/her).

**TAMPERING/EARLY TERMINATION:** If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, human error, unauthorized intervention, fraud, technical failures, or any other causes beyond the

control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, or if this Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Sweepstakes. If this Sweepstakes is terminated before the intended end date of the Sweepstakes Period, the Sponsor will select the winners in a random drawing from among all eligible entries received as of the termination time and date. Sponsor reserves the right, in its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or any aspect of this Sweepstakes. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**DISPUTE RESOLUTION:** By entering, entrants agree that: (i) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or the awarded prizes shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state or local court located in Lake County, Illinois; (ii) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, and the rights and obligations of the Sponsor in connection with this Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Illinois; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iv) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.**

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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this Sweepstakes, including without limitation barring entrants who do not comply with these Official Rules.

**PRIVACY:** By entering the Sweepstakes, you consent to use of your personal information (including without limitation your name, mailing address, and email address) by Sponsor and its authorized agents for the purposes of administering the Sweepstakes and fulfilling the prizes (if applicable to you). For more information about how Sponsor manages your personal information, see Sponsor's privacy statement at [www.cdw.com](http://www.cdw.com).

**WINNERS LIST:** To request the names of the winners, send a self-addressed, stamped envelope to: CDW Digital Marketing Research Survey Sweepstakes, c/o Roman Phoenix, romapho@cdw.com, 75 Tri-State International, Lincolnshire, IL 60069. Requests must be received by November 1<sup>st</sup>, 2016.

**SPONSOR:** This Sweepstakes is sponsored solely by CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, Illinois 60061.

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