



**2009 UPS E-MAIL SUBSCRIBER DRIVE SWEEPSTAKES**  
**OFFICIAL RULES**  
**NO PURCHASE NECESSARY**

1. Open only to employees of businesses in the 50 United States and the District of Columbia who are 18 or older at time of entry. Employees of UPS, DHL, FedEx, Purolator, their affiliates, subsidiaries, advertising, promotion and internet agencies and their immediate family members and/or those living in household of each are not eligible.
2. All federal, state and local laws apply.
3. Void where prohibited by law.
4. To enter, beginning 8:00 a.m. EST on 11/12/2009, visit [www.ups.com/subscribe](http://www.ups.com/subscribe) and follow the on-screen instructions to complete the entry form and submit an entry into the Sweepstakes. Entries must be received no later than 8:00 a.m. EST on 12/29/2009.
5. Limit one entry per email address per day. If more than one entry is received per person per day, only the first such entry received will be eligible.
6. Potential winner will be randomly selected on or about 1/12/2010 from among all eligible entries received. Drawing will be conducted by D.L. Blair, Inc., an independent judging organization, whose decisions are final. Winner will be notified by mail/e-mail.
7. Odds of winning will depend upon the number of eligible entries received.
8. (1) Grand Prize will be awarded of a Toshiba Mini Netbook (Approximate Retail Value: \$399). No substitution or transfer of prize by winner permitted. Sponsor reserves the right to substitute prize of equal or greater value. All taxes, if applicable, are the sole responsibility of winner. In no event will more than the stated number of prizes be awarded. Toshiba Mini Netbook is a registered trademark of Toshiba America, Inc. (TAI). All rights reserved. Toshiba is not a participant in or sponsor of this program.
9. Prize consists of only the item specifically listed as the prize.
10. Potential winner (or parent/legal guardian if potential winner is deemed a minor in his/her state of residence) must complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release, within 10 days of attempted delivery of same. If notified via email, potential winner must respond within 48 hours from time email was sent. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate potential winner will be selected.
11. By accepting prize, winner (or parent/legal guardian if winner is a minor) agrees to hold Sponsor, its respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of use of prize. Winner (or parent/legal guardian if winner is a minor) assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of prize. Entrants (or parent/legal guardian if entrant is a minor) agree to release, discharge and hold harmless Sponsor, its respective directors, officers, employees and assigns, harmless from and against any and all liability and damages.

12. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winner's list, unless prohibited by law.
13. By participating in this promotion, entrants (or parent/legal guardian if entrant is a minor) agree to be bound by the Official Rules and the judges' decisions which are final.
14. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.
15. All material submitted becomes the sole property of Sponsor and will not be returned.
16. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize.
17. For name of winner, send a stamped, self-addressed #10 envelope to: UPS US Winner, PO 5779, Blair, NE 68009-5779 to be received by 1/19/2010.
18. Sponsor of promotion is: UPS, 55 Glenlake Parkway, NE, Atlanta, GA 30328-3473

**NOTICE TO ONLINE ENTRANTS:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Not responsible for faulty, incorrect or mistranscribed phone/e-mail transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the promotion if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/judging agency/administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawing will be conducted from among all eligible entries received prior to termination. In the event a dispute arises regarding specific individual entitled to receive prize, entry made by Internet will be declared made by the "authorized e-mail account holder." "Authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Participant may be requested to provide Sponsor with proof that the participant is the authorized e-mail account holder of the e-mail address associated with the account/submission. Any damage made to the Web Site will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

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