

# POST-IT® BRAND BACK TO SCHOOL SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.  
A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**SWEEPSTAKES PERIOD:** The Post-it® Brand Back To School Sweepstakes (the “Sweepstakes”) begins at 12:01:00 a.m. Central Time (“CT”) on July 27, 2023 and ends at 11:59:59 p.m. CT on September 15, 2023 (“Sweepstakes Period”).

**SPONSOR:** Post-it® Brand, 3M Company, 3M Center, St. Paul, MN 55144 (the “Sponsor”).

**ELIGIBILITY:** The Sweepstakes is only open to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old (except residents of AL and NE who must be at least 19 years old and residents of MS who must be at least 21 years old) at the time of entry (“Entrant”). Void where prohibited or restricted by law. Employees and officers of the 3M Company, the “Promotional Participants”, and companies involved in the design, implementation, and execution of Sweepstakes and their respective parent companies, affiliates, subsidiaries, agents, and advertising/ promotional agencies (collectively, the “Promotional Participants”) and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, stepdaughter, step-son, step-brother, step-sister, half-brother, and half-sister and spouses of each) and/or those living in the same household of each such person are not eligible to enter or win.

**AGREEMENT TO OFFICIAL RULES:** By participating in this Sweepstakes, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this Sweepstakes. Sweepstakes is subject to all applicable federal, state, and local laws.

**HOW TO ENTER:** During the Sweepstakes Period, to participate and enter, eligible Entrants are required to have an Instagram account (an “Account”). Instagram accounts are free. If you do not already have an Account, visit [www.instagram.com](http://www.instagram.com) to create an Account. By submitting your information and creating an Account, you will be required to agree to the Instagram terms of service and privacy notice. If you do not agree on Instagram’s terms of service and privacy notice, you cannot create an Account or participate in this Sweepstakes.

Once you have an Account, during the Sweepstakes Period, post a photo sharing any of your back-to-school season wins, to-do’s, reminders, or inspirations and tag @postit and include the hashtag #thinkcloudsweepstakes to receive one (1) entry into the Sweepstakes (“Entry”). For purposes of this Sweepstakes, only Entries that are recorded through Instagram servers will be considered. Normal time, toll, connection, and usage rates, if any, charged by your Internet service provider will apply.

By submitting an entry, you affirm that you have read, understood, and agreed to these Official Rules. Entrants understand that they are posting at their sole risk. Sponsor is not responsible for any claims arising from a post, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the respective social media site’s terms and conditions.

Entry must conform to the entry requirements (“Entry Requirements”) described below. Someone who posts an Entry is referred to herein as an “Entrant.”

General Entry Terms: Once an Entry is submitted, it may not be edited. No correspondence regarding the screening or verification of Entries will be undertaken by Sponsor. Entries will not be judged.

Limit one (1) entry per person/per Instagram account for the duration of the Entry Period. Entries received from any person in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void, as are entries that are illegible, garbled, incomplete or that contain errors.

ENTRY REQUIREMENTS: As used herein, "Content" refers to all information, photos, images, hashtags, descriptions, or other content submitted in connection with an Entry.

Entrants represent and warrant that their Content: (i) is the original work of such Entrant and such Entrant solely own all copyright to such Content; (ii) has not been copied from others; (iii) has not previously won awards; (iv) does not violate or infringe on any rights of any other person or entity; and (v) does not include any person's name, image or likeness unless Entrant has permission from that person. All Entrants indemnify and hold harmless, Sponsor and Promotional Participants from any claims to the contrary. Any Entrant whose Content includes likenesses of third parties or contains elements not owned by the Entrant (such as, but not limited to, depictions of persons, buildings, copyrighted materials, trade secrets, trademarks, or logos) must be able to provide legal releases for such use including Sponsor's use of such entry, in a form satisfactory to administrator, upon request.

By submitting Content, you agree that your Content is gratuitous and made without restriction and will not place Sponsor or Promotional Participants under any obligation, that Sponsor is free to use or otherwise disclose the ideas contained in the Content on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Content, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

ADDITIONAL ENTRY REQUIREMENTS: All Content submitted by Entrant must conform to the following:

- Content submitted must comply with Instagram's Terms of Use;
- Content must NOT include anything which is sexually explicit, obscene, pornographic, violent, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), or unnecessarily violent;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or their products, or other people, products or companies;
- Content cannot infringe trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification other than Entrants;
- Content (including background images and artwork, if any) cannot infringe on copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission (Sponsor does not permit the infringement of others' rights and any use of materials not original to the Entrant is grounds for disqualification from the Sweepstakes.);
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict, and cannot itself, be in violation of any law.

Any Entry that includes Content that does not comply with the Entry Requirements may not trigger an entry into the Sweepstakes, but the final decision shall be made by Sponsor in its sole discretion.

CONTENT POSTED TO INSTAGRAM ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor reserves the right to waive any Entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right to, and may or may not, monitor/screen Entries and Content.

By submitting an Entry, you grant Sponsor and its agents a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry's Content in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes.

**RANDOM DRAWING AND WINNER NOTIFICATION:** One (1) potential winner will be selected in a random drawing held on or about September 29, 2023 from all eligible entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible Entries received. Potential winners will be contacted by Instagram Direct Message and will be required to respond within the timing specified in the message. The failure to respond to such notification or if the potential winner is not in compliance with these rules, prize will be forfeited, at Sponsor's discretion, an alternate winner selected. Potential winners must sign and return an Affidavit of Eligibility/Release of Liability/Publicity Release Form, where permitted, within five (5) days of attempted notification. In the event a potential winner does not accept the prize, or if prize/prize notification is not deliverable, returned or a potential winner is ineligible or not in compliance with these Official Rules, the prize will be forfeited and awarded to an alternate winner, at the Sponsor's sole discretion, time permitting. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winners. In the event of a dispute as to the identity of a winner, such winner will be deemed to be the person whose name appears on the Instagram account associated with the username at the time of Entry.

**ONE (1) PRIZE AND APPROXIMATE RETAIL VALUE (ARV):** One (1) First Prize winner will receive a \$5,000 gift card at determined retail affiliate and \$5,000 cash.

Prize consists of only the items specified by the Sponsor. Sponsor, in its sole discretion, reserves the right to substitute prize with a prize of equal or greater value should the advertised prize become unavailable for any reason. No substitution, cash redemption or transfer of prize by winner permitted. Prize must be accepted as awarded. Prizes will be fulfilled approximately 2-4 weeks after winner is confirmed.

**GENERAL RULES:** All federal, state, and local taxes are the sole responsibility of winner. All federal, state, and local laws and regulations apply. All materials submitted become the property of the Sponsor and will not be acknowledged or returned. By accepting prize, winner consents (and agrees to confirm in writing) to the use of his/her name, photograph or likeness for publicity or advertising purposes without further compensation or permission, except where prohibited by law. By participating, Entrants agree to release and hold harmless Sponsor, the Promotional Participants, and Instagram from any and all liability with respect to or in any way arising from or in connection with this Sweepstakes and/or acceptance or use of the prize, including liability for personal injury, bodily injury, death, damages, and/or loss. The failure of the Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, pandemic, epidemic, outbreak, terrorism, act of public enemies, or actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules. Sponsor and the Promotional Participants are not responsible for any typographical or other error in the printing, the offering, or the announcement of any prize or in the administration of the Sweepstakes. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Sweepstakes related

materials, including but not limited to any social platform or point of sale, television, radio, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.

**LIMITATIONS OF LIABILITY:** The Sponsor and Promotional Participants are not responsible for any failure of the social platform during the Sweepstakes, or for: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, phone, tablet, cable, network, hardware or software, delay in operation or transmission, communications line failure, technology outage, theft or destruction or unauthorized access to, or alteration of Entries, whether caused by the sender or any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) the unavailability or inaccessibility of any transmissions or Internet service; (iii) unauthorized human or other intervention in any part of the Entry process of the Sweepstakes; (iv) electronic, clerical or human error which may occur in the administration of the Sweepstakes or the transmission, receipt or processing of Entries or notification of winner; or (v) any injury or damage to persons or property, including but not limited to Entrant's computer, phone, tablet, hardware, software, or technical errors of any kind including any injury or damage to any person's wireless device, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes. Without limiting the generality of the foregoing, Sponsor reserves the right, in its sole discretion, to terminate, modify, cancel, or suspend the Sweepstakes for any reason, and if fraud, misconduct, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, security, or any other errors or other causes beyond the control of Sponsor corrupt the administration, security, or proper administration of the Sweepstakes as determined by Sponsor. In the event of termination, a notice will be posted, and, at Sponsor's option, the drawing will be conducted from among all eligible Entries received prior to termination. Under no circumstances, including negligence, shall the Sponsor or Promotional Participants be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use any platform or web site, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SPONSOR'S WEB SITE IS PROVIDED "AS IS" WITHOUT ANY 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; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any equipment or programming associated with or utilized in the Sweepstakes; nor is Sponsor responsible for technical failures of any kind, including but not limited to malfunctions, interruptions or disconnections in phone lines or network or software, unauthorized human or other intervention in any part of the Entry process or the Sweepstakes, technical or human error which may occur in the administration of the Sweepstakes or the processing of Entries; or any injury or damages to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes.

**PRIVACY:** All personal information submitted by you as part of this Sweepstakes will be treated in accordance with Sponsor's Privacy Policy (accessible from [https://www.3m.com/3M/en\\_US/company-us/privacy-policy/](https://www.3m.com/3M/en_US/company-us/privacy-policy/)) except as otherwise described in these Official Rules and Sweepstakes materials. By participating, you acknowledge and agree that all information and material, including any personal information provided in your Entry materials, affidavits, and releases, will be collected, used, and disclosed by the Sponsor and its authorized agents, representatives, and other third parties involved in the execution, administration, or hosting of this Sweepstakes, for the purposes of administering the Sweepstakes and prize fulfillment and may be further publicized as described above.

**APPLICABLE LAWS AND JURISDICTION:** This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation, and enforceability of these Official Rules shall be governed by the laws of the state of Minnesota. All disputes arising out of or connected with this

Sweepstakes will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Minnesota. Should there be a conflict between the laws of the state of Minnesota and any other laws, the conflict will be resolved in favor of the laws of the state of Minnesota. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages.

**WINNERS LIST REQUEST:** For the names of the winners, send a self-addressed stamped envelope in a separate, first class stamped envelope to: The Post-it® Brand Back To School Sweepstakes Winners List, c/o E Group, Inc. 901 North 3<sup>rd</sup> Street, Suite 116, Minneapolis, MN 55401. Requests must be received by March 15, 2024. Responses to win list requests will be made after all winners are confirmed.

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This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram.

#### **ABBREVIATED RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.** Open only to legal residents of 50 US/DC, 18+ (19+ NE & AL and 21+ in MS). Void where prohibited by law. Enter from 12:01:00 a.m. CT on 7/27/23 to 11:59:59 p.m. CT on 9/15/23. LIMIT 1 ENTRY PER PERSON. Odds of winning depend upon the number of eligible entries received. Subject to the Official Rules. Sponsor: Post-it® Brand, 3M, St. Paul, MN 55144. Official Rules can be accessed at [www.post-it.com/thinkcloudsweeps](http://www.post-it.com/thinkcloudsweeps).