



**Barnyard Dollar Store & More
Grand Opening SWEEPSTAKES (the "Sweepstakes")
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: This Sweepstakes is open only to legal residents of the United States and the State of Texas who are at least eighteen (18) years old with Internet access at the time of entry ("Entrants"). Only Entrants logging onto the Internet from within the United States and within the State of Texas are eligible to enter the Sweepstakes. You may not participate if you are not a legal U.S. resident and physically located within the United States and the State of Texas at the time of entry. Employees of Barnyard Dollar Store and More, LLC ("Sponsor") and its subsidiaries, as well as immediate family (spouse, parents, siblings and children) and persons living in the same household of each such employee, are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations. Entrants residing in those areas where the Sweepstakes is void may participate in the Sweepstakes but may not win any prizes. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. All prizes are contingent upon fulfillment of all requirements and rules set forth herein. Void where prohibited or restricted by law.

2. Sponsor: Barnyard Dollard Store and More, LLC, located at 360 Stonebrook Parkway, #106, Frisco Texas 75034.

3. Timing: The Sweepstakes begins on 11/8/17 at 12:00 pm Central Time ("CT") and ends on 11/24/17 10pm CT (the "Sweepstakes Period"). Sponsor's designated computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There is only one (1) way to enter during the Sweepstakes Period and it is free of charge:

Like or Share the Facebook page of Barnyard Dollar Store & More

Limit one (1) entry per person. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void that Entrant's entries and that Entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of any Entrant, entry will be declared made by the Authorized Account Holder of the email address used at the time of entry. The "Authorized Account Holder" is the natural person assigned the email address. Any winner may be required to provide Sponsor with proof that such winner is the Authorized Account Holder of the winning entry.



5. Odds of Winning: Based upon the estimated number of entries to be received. The odds of winning a \$50-\$75-\$100 Barnyard Dollar Store gift card are estimated 1 out of 1,500. The odds of winning will depend upon the actual number of entries received for this sweepstakes.

6. Random drawing: There will be three (3) winners, one (1) for each gift card referenced below. The winner will be selected in a random drawing on the following dates:

\$50 Gift Card – 11/12/17

\$75 Gift Card - 11/19/17

\$100 Gift Card – 11/25/17

CONSUMER DISCLOSURE:

Prizes: The winners will be rewarded with the designated gift card at the Barnyard Dollar Store in Frisco, TX.

Prizes are non-transferable, with no cash redemption or equivalent. All federal, state and local income taxes connected to the prize are the sole responsibility of the winner. Sponsor shall only be responsible for awarding the number of prizes as stated in these rules. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of prizes awarded. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded.

7. Claiming Prize: All properly claimed prizes will be awarded.

The winner will be notified by an email from Sponsor within seven (7) days of selection. The winner is then required to follow the emailed directions for contacting Sponsor to redeem the prize. Sponsor will only deliver the prize within the normal and customary delivery location from the Barnyard Dollar Store location in Frisco, TX. If a winner desires for the prize to be delivered outside of the normal and customary delivery area, then the winner must assume sole responsibility for having the prize delivered to the desired location, including logistically and financially. Sponsor will in no way be responsible for delivering the prize outside of the normal and customary delivery area. A selected winner forfeits the prize and a new winner may be selected if the correct name and residence of selected winner cannot be confirmed; or (b) prize is not deliverable, including because the winner does not make the necessary delivery arrangements. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize. In the event there is a dispute of the Entrant's identity, the prize will be awarded to the Authorized Account Holder.

In the event that the selected winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries.



Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prize will be fulfilled within 2 weeks after the conclusion of the Sweepstakes. Sponsor may, in its sole discretion, disqualify any Entrant who (a) does not comply with Sweepstakes Rules or instructions; (b) submits or posts anything that is inappropriate, offensive, obscene, or derogatory; or (c) violates or infringes any third party's rights or interests, including without limitation privacy and intellectual property rights.

8. Limitation of Liability: By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor and each of its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies, affiliates, subsidiaries, officers, directors, employees agents and representatives (collectively, the "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from on in connection with, either directly or indirectly, 1) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or 2) participation in the Sweepstakes or any prize related activities, including but not limited to, personal injury, death, or damage to or loss of property. Upon delivering the prize to the winner, Sponsor will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize.

Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged, or stolen communications and/or mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date/time of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, and Entrants further waive all rights to have damages multiplied or increased.

9. Publicity: Except where prohibited by law, participation in the Sweepstakes constitutes Entrant's and/or winner's consent to Sponsor's and its agents' use of Entrant's and/or winner's



name, photograph, likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media known or hereinafter developed (including without limitation, print, broadcast and Internet), worldwide, for all legitimate business purposes including advertising and promotional activities without additional compensation.

10. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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 that provision.

11. DISPUTES, ARBITRATION, FORUM, AND VENUE: EXCEPT WHERE PROHIBITED, ALL ENTRANTS UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ANY AND ALL DISPUTES OR CLAIMS THAT ARISE UNDER, ARISE OUT OF, OR RELATE IN ANY WAY TO THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED: (1) INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ONLY BY BINDING ARBITRATION ADMINISTERED THROUGH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"); AND (3) IN THE EXCLUSIVE VENUE OF COLLIN COUNTY, TEXAS TO THE EXCLUSION OF ANY OTHER LOCATION. ENTRANTS FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; (2) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT 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; AND (3) ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANTS AND SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, U.S.A. WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. SUBJECT TO, WITHOUT WAIVING, AND IN ACCORDANCE WITH THE AGREEMENT TO ARBITRATE ABOVE, IN THE EVENT THAT THE ABOVE ARBITRATION AGREEMENT IS ADJUDICATED TO BE UNEFORECABLE BY A COURT OF LAW AND/OR IF INVOLVEMENT OF FEDERAL OR STATE COURTS IS SOUGHT OR REQUIRED IN ANY DISPUTES OR CLAIMS BETWEEN THE PARTIES, FEDERAL OR STATE COURTS WITHIN THE STATE OF TEXAS WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES, WHETHER IN LAW OR EQUITY, THAT ARISE UNDER, ARISE OUT OF, OR RELATE IN ANY WAY TO THIS SWEEPSTAKES OR ANY PRIZE AWARDED. THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. VENUE IN ANY SUCH DISPUTE, WHETHER IN



FEDERAL OR STATE COURT, WILL BE PROPER AND MANDATORY IN COLLIN COUNTY, TEXAS. NOTHING CONTAINED HEREIN WILL BE DEEMED TO BE A WAIVER OF ANY RIGHT THAT MAY EXIST TO REMOVE AN ACTION FILED IN STATE COURT TO FEDERAL COURT.

13. Sweepstakes Rules: These Official Rules will be posted on Sponsors website during the Sweepstakes Period. Copies of the Official Rules may also be obtained by writing to: Barnyard Dollard Store and More, LLC, 9720 Coit Road, Suite 220-218, Plano, Texas 75025.

14. Winners List: To obtain a winners list, send a self-addressed stamped envelope to: Barnyard Dollard Store and More, LLC, 9720 Coit Road, Suite 220-218, Plano, Texas 75025.

15. Name Removal Notification System: If you would like your name removed from Sponsor's mailing list please email info@barnyarddollarstore.com and your name will be removed within 60 days of the request.