

# “Sail Away to a Good Night’s Sleep” Contest Official Contest Rules

Effective June 1, 2008

**Entry Period:** The Sail Away to a Good Night’s Sleep Getaway Contest (the “Contest”) begins 5:00:00 PM Mountain Standard Time (MST) June 1, 2008 and ends 11:59:59 PM MST September 1, 2008 (the "Contest Period").

NO PURCHASE NECESSARY. A PURCHASE, BLOG SUBMISSION OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

THIS CONTEST IS IN NO WAY AFFILIATED WITH, SUPPORTED BY OR OFFERED IN CONJUNCTION WITH ANY CRUISE LINE, AIRLINE, OR TRAVEL AGENCY OR SERVICE PROVIDER.

**Eligibility:** Open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older as of June 1, 2008. This Contest is subject to the laws of the United States and all applicable federal, state and local laws and regulations. Employees and their immediate families and household members of Protect-A-Bed and its subsidiaries, affiliates, and advertising and promotion agencies and companies involved in the implementation and execution of the Contest (collectively the "Contest Parties") are not eligible. The Contest is void in Puerto Rico, and other US Commonwealths, states, territories and jurisdictions (including overseas military installations) and where prohibited. The Contest is limited to one (1) prize per household. Receipt and use of the prize are subject to availability, cancellation or suspension pursuant to the terms and conditions imposed by any cruise line, airline, or travel agency or service provider or merchant, and are subject to change. Protect-A-Bed is not and will not be responsible for any winner’s inability to accept any prize awarded or meet the qualifications and/or requirements necessary to participate in any prize. The Grand Prize winner and his or her companion traveler is responsible for obtaining a passport prior to the trip, including all associated fees. All prizes awarded in the Contest include only the airfare and base cruise package cost (in the case of the Grand Prize), the Protect-A-Bed pillow protectors (in the case of the Weekly Prizes) and the Outback Steakhouse gift card (in the case of the Monthly Prizes), and any additional or required levies, charge, tax or similar expense is NOT INCLUDED. No cash or other substitution may be made, except by Protect-A-Bed, who reserves the right to substitute the prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by Protect-A-Bed in its sole discretion. Winners will be responsible for all applicable taxes (not limited to federal, state, local and/or income) on prizes and will be required to provide his or her Social Security number for tax reporting purposes. Protect-A-Bed may file an IRS Form 1099 with the Internal Revenue Service for the fair market value of prizes awarded in the Contest. Odds of winning a prize depends on the number of eligible Participants divided by the number of prizes available. If a potential winner of a prize is disqualified for any reason, that prize will be awarded in a second chance drawing (see details below).

**Sponsor:** The sponsor of this Contest is Protect-A-Bed.

Participants may enter by completing the following steps:

**STEP 1:** (you can do just A, B and/or C, or any combination):

- A. Purchase a Protect-A-Bed mattress cover from [myprotectabed.com](http://myprotectabed.com). Be sure to copy/save your order number(s). You will receive 1 entry for every cover that you purchase. You can purchase as many covers as you want/need.
- B. Bloggers: Write a unique post about this contest (and link to the Protect-A-Bed website and this post) or write about your experience using Protect-A-Bed products (and link to the Protect-A-Bed website and this post). You will receive 1 entry for your post.
- C. You may enter the Contest online without making any purchase or writing any blog posting by skipping straight to Step 2 below and completing the Contest entry form at <http://metropolitanmama.net>.

**STEP 2:**

Fill out the "Sail Away to a Good Night's Sleep" Contest entry form by clicking on "Sail Away" at the top of the page. Have your order number and/or blog post link ready, if applicable. You will also need to pick your "referring" blogger – meaning who you heard about the Contest entry from, if applicable.

All Participants must complete the Contest entry form described in Step 2 above and submit it so that it is received before the end of the applicable Contest Period. Multiple (i.e., more than one) entries from the same person (e.g., using multiple email addresses that have not purchased multiple Protect-A-Bed mattress covers, from multiple persons using the same email address or entries generated by a script, macro, or other automated means will be disqualified. All winners are subject to verification by Protect-A-Bed. A participant is not a winner of any prize, even if selected and/or notified by Protect-A-Bed, unless and until the participant's eligibility has been verified and the participant has been notified that verification is complete.

**Agreement to the Official Contest Rules.** By participating in the Contest, each participant (or if the participant is not of the age of majority in his or her state of residence (an "Eligible Minor"), his or her parent or legal guardian) fully and unconditionally agrees to and accepts these Official Contest Rules and the decisions of Protect-A-Bed, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

ALL PRIZES ARE AWARDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. WINNERS AGREE TO ACCEPT PRIZES "AS-IS." RESTRICTIONS AS FURTHER PROVIDED IN THESE RULES APPLY.

**Grand Prize:** One (1) Grand Prize winner will receive:

Four-day, three-night Cruise for two to Caribbean. Airfare to and from Miami from any major airport in the continental United States, all meals aboard ship, transportation to and from cruise. Total ARV of the Grand Prize is: \$2500.

Grand Prize includes airfare arranged by Protect-A-Bed's designated travel agency for the following combined airfare and transportation: (a) round-trip air transportation for Grand Prize Winner and one (1) guest from an airport of Protect-A-Bed's choice near Grand Prize Winner's residence to Miami. Travel companion (guest) must travel on same itinerary and at the same time as the Winner. Unless a child of the Grand Prize Winner, the travel companion must be 18 years or older as of June 1, 2008.

-OR-

A \$1,000 cash prize.

**Weekly Prizes:** Thirteen weekly prizes will be awarded during the Contest. Weekly prize winners will receive two Protect-A-Bed pillow protectors.

**Monthly Prizes:** Three monthly prizes will be awarded during the Contest. Monthly prize winners will receive a \$200 gift card to Outback Steakhouse.

All prizes will be awarded. All Weekly Prize and Monthly Prize winners will also be eligible for the Grand Prize drawing.

**Drawing:** One (1) Grand Prize winner will be selected by Protect-A-Bed in a random drawing from among all eligible entries received during the applicable periodic Contest Period. Winners will be notified within approximately fifteen (15) days of the drawing by email, phone, or postal mail at Protect-A-Bed's discretion, and must respond by 5:00 PM EST on the fifteenth (15th) day following the first attempted notification (the "Response Period"). Return of a prize notification as undeliverable or failure to respond within the Response Period will result in disqualification and an alternate winner will be selected. If the winner chooses not to accept any Prize, an alternate winner will be chosen. In the event of a dispute, entries will be declared made by the authorized account holder of the email address submitted at time of entry. Unless otherwise noted, allow 6-8 weeks for delivery of Weekly and Monthly Prizes by mail following completion of notification and prize acceptance process. Prizes will only be delivered to addresses within the United States.

Second Chance Drawing to Award Unclaimed Prizes. If necessary, a second chance drawing will be conducted from among all participants to award any unclaimed prizes. The odds of winning the second chance drawing depend on the total number of eligible registrants and total number of unclaimed prizes.

Release and Acknowledgment. By participating, participants and, if Eligible Minors, their parents or legal guardians, agree to release and hold harmless Contest Parties and their respective directors, officers, agents and employees (collectively, "Released Parties") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation in the Contest, including, but not limited to, the unauthorized or illegal access to personally identifiable or sensitive information and/or the acceptance, possession, use, or misuse of any prize; agree that if a prize winner, to the use of winner's name, home town, likeness, statements and other personally identifiable information for marketing and advertising of Protect-A-Bed goods, services and consumer promotions in any media throughout the world without additional prize, incentive, consideration, consent or review, and upon request will provide written consent to such use; and acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize including, but not limited to, its quality or availability. Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, programming, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, or any other error or malfunction, or any injury or damage to Participant's or any other person's computer equipment, or for any other error related to or resulting from participation in this Contest.

Participant's Personal Information. Anyone who enters a contest automatically grants Protect-A-Bed permission to use his or her name, character, photograph, voice and/or likeness in connection with promotion of this or other contests and must waive any claim of royalty, rights or remuneration for such use. The use of the personal information of a winner of the Contest is not subject to any privacy policy of Protect-A-Bed (see paragraph above titled "Release and Acknowledgment").

Disputes. Participants and, if Eligible Minors, their parents and legal guardians, agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Delaware County, Pennsylvania; 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 under no circumstances will any participant be permitted to obtain awards for, and participant hereby waives all rights to, claim punitive, incidental and consequential damages and 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 THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules, Participant's rights and obligations, or the rights and obligations of Protect-A-Bed in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

**List:** Winners will be announced at [www.metropolitanmama.net](http://www.metropolitanmama.net)