

# BERKHEIMER TAX INNOVATIONS IPAD GIVEAWAY

## CONTEST RULES AND REGULATIONS

No Purchase is Necessary. Contest void where prohibited

1. **Terms:** Contest commences at 12:00:00 a.m. E.S.T. Sunday, January 1, 2017 and closes at 11:59:59 p.m. E.S.T. Sunday, April 2, 2017 ("Contest Period").
2. **Eligibility:** Entrants must be an individual taxpayer filing their 2016 final earned income tax return with Berkheimer on or before Sunday, April 2, 2017. Employees of H.A. Berkheimer, Inc., and its respective affiliates, parent companies, subsidiaries, agents and their immediate families (defined as parents, children, siblings, spouse and grandparents) are NOT eligible to participate in this contest.
3. **Entry:** File your 2016 individual earned income tax return ("tax return") online <http://www.hab-inc.com/electronic-services/individuals/> Entrant must provide all required tax information along with your return in order to enter the contest. Limit one entry per taxpayer. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the holder of the individual earned income tax return with corresponding social security number.
4. **Prize:** One (1) Apple Ipad Air, 16gb: with a retail value of less than \$500.00. All taxes, incidentals, and other expenses associated with prizes and not specified herein are the winners' sole responsibility. Prizes are not redeemable for cash. Winners may not substitute or transfer prizes. Berkheimer reserves the right to substitute prize(s) of equal or greater value in the event the prize(s) is unavailable. Limit one (1) prize for the 2016 tax year.
5. **Winner Selection:** A random drawing will be conducted within two (2) weeks of contest close date by Berkheimer, whose decisions are final. Each entrant selected as a winner must comply with all terms and conditions set forth in these rules and regulations, and winning is dependent upon fulfilling all such requirements. Winners will be notified by an authorized representative of Berkheimer within thirty (30) days of the drawing. Berkheimer is not responsible for notifications that are misdirected or not received. If there has been no response from the winner twenty (20) days after Berkheimer's initial attempt to notify, the winner will be disqualified and an alternate entrant will be selected at random from all entries received. Except where prohibited by law, entry constitutes permission to use winners' names, prize won, hometowns, and likenesses for online posting and/or any advertising and publicity purposes without additional compensation. Odds of winning depend on the total number of eligible entries received.
6. **Redemption:** Berkheimer will ship the prize via United States Postal Service or United Parcel Service to the appropriate winner's home address as provided on their tax return. Prizes cannot be sent to any other address. Prizes are non-transferable and must be accepted as awarded. Berkheimer is not responsible for a lost or damaged prize and in the case where the prize is lost or damaged it will not be replaced.
7. **Conditions-** By accepting the prize, the winner agrees that Berkheimer may use the winner's name and picture for advertising and promotional purposes without further consideration, unless prohibited by law. BY PARTICIPATING IN THE CONTEST, THE PARTICIPANT AGREES THAT H. A. BERKHEIMER, INC., ITS PARENT COMPANIES, SUBSIDIARIES, ITS AFFILIATES,

AGENTS AND ALL OF H.A. BERKHEIMER, INC., OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS FOR ANY AND ALL LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS CONTEST OR ANY PRIZE RELATED ACTIVITY. Subject to all federal, state and local laws. Void where prohibited.

8. **General Rules and Limitations:** By participating in the contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Berkheimer (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of any prize), which are final and binding in all respects. Berkheimer is not responsible for technical, hardware or software failures, or other errors or problems which may occur in connection with the Berkheimer, whether computer, network, technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the contest, the processing of entries, the announcement of the prizes, in any contest-related materials, or that may limit prize fulfillment or a participant's ability to enter the contest. Berkheimer reserves the right to amend these Official Rules. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the contest if, in Berkheimer's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest. In such event, Berkheimer reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, non-suspect entries received up to the time of suspected impairment. Berkheimer may permanently disqualify from the contest any person it believes has tampered with the entry process or intentionally violated these official rules.
9. **Dispute resolution:** Except where prohibited by law, by entering entrant agree that: (i) all issues and questions concerning the interpretation, validity, and enforceability of these Official Rules, or the rights and obligations of participants and Berkheimer and its agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its rules on conflicts of law; (ii) any action at law or in equity arising out of or relating to this contest, or awarding of any prize), shall be filed only in the state or federal courts located in the Commonwealth of Pennsylvania, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action; (iii) any and all disputes, claims, and causes of action arising out of or connected with this contest or awarding of the prizes, shall be resolved individually, without resort to any form of class action; (iv) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (v) entrant hereby waives all rights to claim 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.