

The Constant Contact®  
Template Refresh Sweepstakes

Official Rules

**1. No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning. To Enter:**

Eligible Constant Contact customers who have access to the third generation editor may enter any time between August 7, 2017 and September 1, 2017 ("Promotion Period") by following the directions to:

- Create a new Constant Contact email template
- Send the newly designed email to at least one contact in your list
- Copy and paste the "short URL" located on the Campaigns page into the promotion Community thread, along with the "short URL" of your previous email template created with Constant Contact's earlier version editor, to show the improvements you've made
- If you've already created an email using the third-generation editor, you can use that in place of a new template and post it along with an old template that was created using the second generation editor

**Limit one entry per customer or email address.** Entering multiple entries will result in sweepstakes disqualification. Entries become the property of Constant Contact, and will not be returned. Constant Contact reserves the right to publish any submitted entry, in full or in part, in any and all media. Publication of an entry is not an indication that the entry has been selected as a prize winner. All entries must be completed and received by 11:59:59 p.m. ET on September 1, 2017.

- 2. Drawings:** Winners will be determined via random drawings from among all eligible entries received by the deadline. Drawings will be conducted on or around September 6, 2017 by Constant Contact. Potential winners will be notified by Constant Contact, and may be required to complete a Winner Verification Form and liability/publicity release. If a potential winner is found to be ineligible or fails to comply with these Official Rules, then he or she shall forfeit the prize, and an alternate winner will be randomly selected from the remaining pool of participants received for the original drawing. Odds of winning are dependent upon the total number of eligible entries received.
- 3. Prizes:** Three (3) Grand Prizes: an Apple iPad mini Wi-Fi 16GB Silver (model A1432). Approximate retail value of each Grand Prize = \$149. Prize may not be transferred, assigned, or redeemed for cash, in whole or in part. No substitution for prize, except by Sponsor as may be due to unavailability at the time of prize award. If originally offered prize is unavailable at the time of award, Sponsor may substitute an item of comparable or greater value. In no event will Sponsor be obligated to award more than the number of prizes stated in these Official Rules. By accepting a prize, winner agrees to the release of his or her name and/or likeness for potential publicity purposes, where permitted by law.
- 4. Eligibility:** The Sweepstakes is open to Constant Contact customers who have access to the third generation editor and are legal residents of the United States, 18 years of age or older. Not open to employees, members of employees' immediate family (spouses, parents, children, siblings and their respective spouses), and those living in the same household as employees of Constant Contact, their affiliates, promotion and research partners, advertising and production agencies, and PROMOSIS, INC. Entrants consent to the use of their registration information in accordance with the Constant Contact [privacy statement](#) (posted on the Constant Contact

website); provided, however, that the sweepstakes winner consents to the use of his/her name for promotional and publicity purposes in any form of media without further payment, consideration, notification or limitation (except as prohibited by applicable law). All federal, state, and local laws and regulations apply. Void where prohibited by law. By taking part in this Sweepstakes, participants agree to be bound by these Official Rules.

5. **Limitation of Liability:** Sponsor, promotion partners, and their respective affiliates, employees, officers, or agents are not responsible for typographical errors in any sweepstakes-related materials; any individual's inability to enter the sweepstakes or unsuccessful efforts to notify winners, including but not limited to due to unavailable network, server, or other connections; failed software or hardware transmissions; other errors of any kind, whether human, mechanical, or electronic, including lost, late, incomplete, damaged, or misdirected entries; any damage to any telephone, electronic, hardware or software program, network, Internet, any technical, computer malfunctions, failures, or difficulties, or human error, of any kind; any condition caused by events beyond the control of the Sponsor or their promotion partners that may cause the sweepstakes to be disrupted or corrupted, including theft, destruction or alteration of entries, or website tampering; and any and all losses, damages, rights, claims, and actions of any kind in connection with or resulting from participation in the sweepstakes, acceptance, possession, or use of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, misrepresentation, defamation, or invasion of privacy. Entries generated by script, macro, or other automated entry devices are not valid and will be disqualified. Sponsor reserves the right in its sole discretion to cancel or suspend the sweepstakes should any of the foregoing occurrences corrupt or impair the administration, security, fairness, or proper play of the sweepstakes. If the promotion is canceled for any reason, including but not limited to those listed above, winner will be determined via random drawing from all eligible entries received up to the time of promotion cancelation. Entrants agree that the Sponsor, promotion partners, and their respective affiliates, employees, officers, or agents shall not be liable for injury, losses, damages, or costs of any kind resulting from participation in this sweepstakes or acceptance of or use or misuse of a prize or parts thereof. By entering, participants agree to be bound by these Official Rules.
6. **Dispute Resolution:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this sweepstakes), and participant further waives all rights to have damages multiplied or increased.
7. **Winners List:** For the names of the winners, available until December 1, 2017, send a standard-size postcard, only, with your return address to: Constant Contact Template Refresh Sweepstakes Winners List, P.O. Box 38, Marblehead, MA 01945. Do not send any other correspondence to this address.
8. **Sponsor:** Constant Contact, Inc., Reservoir Place, 1601 Trapelo Road, Waltham, MA 02451