

**Walmart Back-to-School Shopping Spree Contest
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A
PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID
WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

1. **ELIGIBILITY:** The Walmart Back-to-School Shopping Spree Contest is open only to legal residents of metropolitan St. Louis who are at least 18 years old, are legal guardians of 6-8 grade students and have access to the Internet at the time of entry. Void where prohibited by law. Employees of Sponsor, its affiliates and subsidiaries, its participating advertising and promotion agencies as well as members of their families and/or those living in the same household as such individuals are not eligible to enter. You must also have access to the Internet and a valid email address in order to enter. By entering, you agree that you have read and consent to be bound by these official rules. Eligibility is conditioned on the acceptance of these official rules at time of submission.

Contest begins on Tuesday, July 8, 2011 at 12:01AM (CST) and ends at on Tuesday, July 26, 2011 at 11:59PM (CST), ("Contest Period").

2. **TO ENTER ONLINE:** Log onto www.walmartbacktoschoolcontest.com, then follow the instructions to complete the essay submission. Sponsor or its designated representatives will review all Submissions and will only review those Submissions that appear to conform to these official rules. Limit one entry per person or email address. Subsequent Submissions will be disqualified. **Retain a copy of your Submission in its original format after uploading it to the Contest Site. If you are a winner, you will need to provide Sponsor with your Submission in its original format. Failure to do so may result in disqualification, and the selection of an alternate winner.**

One hundred (100) winners will be selected at the end of the Contest Period. Winners will each receive a \$100.00 Gift Card. The Gift Card prizes will be awarded to the entrants who submit the best entries as determined by the judges in accordance with these official rules.

In order to receive the prize, each winner must be present and participate in the "Shopping Spree" on August 5, 2011 at the Maplewood Walmart, 1900 Maplewood Commons Drive, Maplewood, MO 63143 .

SUBMISSION REQUIREMENTS: Each Submission must comply with the following:

- A. The Submission must be your own original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- B. If any persons appear or are referred to in the Submission, you are solely responsible for obtaining, prior to submitting your entry, any and all releases and consents necessary to permit the exhibition and use of the Submission by Sponsor, including, but not limited to work available to the public for advertising, promotional and publicity purposes. If any person appearing or referenced in any Submission is under the age of majority in their state, country or province of residence, the signature of a parent or legal guardian is required on each release.

- C. Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole and unfettered discretion.
- D. The Submission must not contain any personally identifiable information of any person other than you. Should you include personally identifiable information about yourself in your Submission, you acknowledge and agree that such information will be disclosed publicly and you are solely responsible for any consequences thereof.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Submission that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these official rules or the terms of service for the Contest Site. The decision of the Sponsor on this and all matters pertaining to the Contest shall be final and binding.

3. PUBLICITY RELEASE: Except where prohibited by law, entry in the Contest constitutes each entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in commerce and all media worldwide (including without limitation, the Internet, television or offline promotions), each winner's name, city, photograph, likeness, voice, image, statements, descriptions, each in perpetuity without limitation or further compensation, credit or right of review or approval.

4. CONDITIONS OF PARTICIPATION. All federal, state, and local laws and regulations apply. Submission of entry into this Contest constitutes entrant's agreement to be bound by the terms of these official rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Contest. Any potential winner who cannot be contacted within 3 days of first attempted notification will forfeit his/her prize. Potential prize winner may be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release within 3 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. The intellectual rights to the Submission, if any, will remain with the Entrants, except that these terms do not supersede any other assignment or grant of rights according to any other separate agreements between Entrants and other parties. As a condition of entry, Entrants agree that Sponsor shall have the right to use, copy, modify and make available the entry in connection with the operation, conduct, administration, and advertising and promotion of the Contest via communication to the public, including, but not limited to the right to make screenshots, animations and clips available to the public for promotional and publicity purposes. Acceptance of the prize constitutes permission for, and winner's consent to, Sponsor and its agencies to use the winner's name, likeness and/or entry for advertising and promotional purposes without additional compensation, unless prohibited by law. To the extent permitted by law, Entrants, agree to hold Sponsor, and each of its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Contest and/or use or acceptance of any prize won, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the Prize. An Entrant may be prohibited from participating in this Contest if, in the Sponsor's sole discretion, it reasonably believes that the Entrant has

attempted to undermine the legitimate operation of this Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants, the Sponsor or associated agencies.

5. **NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any Entrant expressly waives any and all such rights. Entrants agree that these official rules are governed by the laws of the state of Arkansas.

6. **WARRANTY AND INDEMNITY:** Entrants certify that their Submission is original and that they are the sole and exclusive owner and right holder of the submitted Submission and that they have the right to submit the Submission in the Contest. Each Entrant agrees not to submit any Submission that (1) infringes any third party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; (2) includes any personally identifiable information about any person other than the Entrant; or (3) otherwise violates applicable law. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified the Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Entrant indemnifies and agrees to keep indemnified the Sponsor at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Sponsor may become liable by reason of or related or incidental to any act, default or omission by an Entrant under these official rules, including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to these official rules by an Entrant.

7. **ELIMINATION:** Any false information provided within the context of the Contest by any Entrant concerning identity, ownership of the content of the Submission, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the immediate elimination of the Entrant from the Contest. Sponsor further reserves the right to disqualify any Submission that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with these official rules.

8. **INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the Contest Site for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Contest. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Caution: Any attempt by an Entrant to deliberately damage any website or undermine

the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Entrant to the fullest extent of the law

9. **JUDGING:** At the end of the Contest Period, a panel of judges made up of Sponsor employees (the "Judges") will review the Submissions received during the Contest Period and select one winners based on the following judging criteria: (1) creativity (40%); (2) format (30%); and (3) humor (30%) ("Judging Criteria"). Potential winners will be subject to verification of eligibility and compliance with the official rules and Terms of Service for the Contest. Decisions of Sponsor and judges are final and binding.

10. **PRIZES AND APPROXIMATE RETAIL VALUES:** There will be 100 Prizes, each consisting of a \$100 Walmart gift card. Gift card restrictions may apply. Approximate Retail Value ("ARV") of each Prize: \$100. ARV of all prizes: \$100. All expenses not specified herein are the responsibility of the winner. **ALL TAXES AND ANY APPLICABLE WITHHOLDING AND REPORTING REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE WINNER.**

11. **OTHER CONDITIONS:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Contest or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, interruption in service, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Official Rules, or (c) the Contest becomes corrupted due to any reason (d) the Contest is otherwise not capable of running as planned. By entering, entrants agree to release and hold harmless Walmart Stores Inc. and its parent, subsidiary companies, affiliates, divisions, franchisees, representatives, consultants, subcontractors, suppliers, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their officers, directors, employees, shareholders and agents, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest or acceptance, delivery or use of prize, including without limitation, the tickets. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, interrupted or unavailable network, server or other connections (ii) failure of any entry to be received by Sponsor due to technical problems, telephone service problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, malfunction of phones, phone lines, other communications malfunctions, unavailable network connections, (iv) damage to any computer (software or hardware) resulting from participation in the Contest, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof). By entering, entrants agree to comply with these Official Rules. Any entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to whom submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service

provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS PROMOTION IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW.

12. SEVERABILITY: If any provision(s) of these official rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
13. WINNER'S LIST: For winners' names, visit www.walmartbacktoschoolcontest.com on or about August 2, 2011 available for a period of at least 60 days.
14. SPONSOR: The Sponsor of this Contest is Wal-Mart Stores, Inc., 702 Southwest 8th Street Bentonville, AR 72716.