



THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING, WITHOUT LIMITATION ALL U.S. TERRITORIES AND POSSESSIONS) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW AND AMERICAN ENGLISH. YOU MUST BE 18 YEARS OF AGE AND THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE OR OLDER TO ENTER.

THIS OFFER MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.

ARAMARK "Early Bird Gets the NOOKcolor™" Sweepstakes—Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. The "Sweepstakes Period" is from 12:00:01 am Eastern Time ("ET") March 21, 2011 ("Sweepstakes–Start") to 11:59:59 pm ET April 22, 2011 ("Sweepstakes–End").
2. **Sponsor:** This Sweepstakes is sponsored by ARAMARK Educational Services, LLC, 1101 Market Street, Philadelphia, PA 19107 ("Sponsor"). This Sweepstakes is administered by The Marketing Agency, 2881 East Oakland Park Blvd., Suite 425, Fort Lauderdale, FL 33306 (the "Administrator").
3. **Eligibility:** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are lawful permanent residents or temporary residents pursuant to a lawfully issued and valid, non-immigrant visa who are 18 years of age and the age of majority in their state of residence or older at the time of entry and are registered students, faculty, or staff members of an educational institution that has been chosen by Sponsor to participate in this promotion. Each participating educational institution will have its own Sweepstakes with a unique set of prizes. In no case will entries from one participating educational institution be combined with entries from another. Employees, officers, directors, agents, representatives and their immediate families (including spouse, parents, children, siblings, and each of their spouses regardless where they live) and members of their households of Sponsor and the Administrator, their respective parent companies, subsidiaries and anyone connected with the production or distribution of the Sweepstakes and employees of the participating educational institution being surveyed who are assigned to work with the Sponsor (collectively the "Sweepstakes Entities") are not eligible to enter or be awarded a prize. For the sake of clarity, students working either full-time or part-time for the Sponsor are not eligible to enter or win the Sweepstakes.

How to Enter: 1) Each entrant (hereinafter "entrant" or "you") may enter the Sweepstakes in one of two ways to receive one (1) entry: 1) Purchase a Fall 2011 meal plan having a value of \$300 or more from your participating educational institution during the Sweepstakes Period (using any approved procedure employed at your educational institution). Amounts purchased that are greater

than \$300 will not entitle purchaser to a greater number of entries. 2) **NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.** To enter the Sweepstakes without purchase, clearly print your name, participating educational institution, mailing address, daytime phone number, date of birth and email address for which you are the authorized user, on a piece of paper and mail it in a #10, business envelope with first class postage to: "Early Bird Gets the NOOKcolor" Sweepstakes, c/o The Marketing Agency, PO Box 11859, Fort Lauderdale, FL, 33339-1859 postmarked by April 22, 2011 and received by April 29, 2011. You must print the name of your participating educational institution on the bottom-left on the front of the envelope. You may enter only one (1) time regardless of the method of entry. Mail-in entries that do not contain all the information requested or are duplicates or oversized entries, copies and/or other mechanical reproductions are not permitted for mail-in entries and will be disqualified from drawings. Sponsor is not responsible for illegible, lost, late, misdirected, postage due, damaged or incomplete entries. Proof of mailing an entry is not proof of receipt. **By participating in the Sweepstakes, you agree to be bound by these Official Rules. Limit one entry per person or email address during the Sweepstakes Period. IT IS YOUR RESPONSIBILITY TO KEEP YOUR PHONE NUMBER AND EMAIL ADDRESS CURRENT, AS IT IS TO THAT NUMBER AND/OR EMAIL ADDRESS THAT A PRIZE NOTIFICATION WILL BE COMMUNICATED.** An email "Authorized user" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the email address. In the case of a dispute regarding who submitted a particular online entry, the entry will be deemed submitted by the authorized account holder of the email account. You may not enter with multiple email and/or multiple identities nor may you use any other device or artifice to obtain more than the maximum number of entries. All discovered entries made in violation of these rules will be deleted. All entries submitted become the property of Sponsor and none will be acknowledged or returned.

4. **Winner Selection:** One (1) winner from each participating educational institution will be chosen, in separate, random drawings approximately 30 days after "Sweepstakes-End" Date, from eligible entries from each participating educational institution received during the Sweepstakes Period and mail-in entries postmarked by April 22, 2011 and received by April 29, 2011. Each potential winner will be notified within seven (7) days after the selection is made via email and/or phone at the discretion of Sponsor to email address or phone number associated with the meal plan purchase or entered on a mail-in entry. Each prizewinner will be required to claim his/her prize and complete and return an *Affidavit of Eligibility, Liability and Publicity Release* within five (5) days of notification or it will be concluded definitively that the prize has been declined and, without further notice, an alternative winner may be selected in another random drawing. Neither Sponsor nor Administrator is responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in entrant's email or phone account to receive email messages. **Only one (1) set of prizes will be awarded at each participating educational institution.**
5. **Quantity, Prize, Approximate Retail Value (ARV) and Odds per Participating Educational Institution:** (1) A Barnes & Noble NOOKcolor dedicated eReader. ARV: \$249.00 each. Winners acknowledge that the Sweepstakes Entities 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 or regarding the use, value or enjoyment of the prize. The prizes will be awarded if properly claimed according to these Official Rules. All prizes are awarded "as is." **Odds of winning:** Dependant on the total number of eligible entries awarded in each participating educational institution during the Sweepstakes-Period and eligible mail-in entries postmarked by April 22, 2011 and received by April 29, 2011 at each participating educational institution. Should the actual value of the prize be less than the ARV stated, the difference will not be awarded in cash or kind. All prizes are awarded "as is." Winners acknowledge that the Sweepstakes Entities and Barnes & Noble, Inc, 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 or regarding the use, value or enjoyment of the prize. Should a greater number of prize claims be received at any participating educational institution because of printing, emailing, phoning, messaging, programming errors or for any reason whatsoever, only the prize and the value stated in these Official Rules will be awarded in random drawings from all prize claims.

- 6. General: Sweepstakes administration and winner selection and verification will be conducted by the Administrator whose decisions are final and legally binding. By participating in the Sweepstakes, you agree to be bound by these Official Rules. No participant or winner shall have the right to contest any decision by Sponsor or the Administrator concerning any aspect of the Sweepstakes or the interpretation of the Official Rules or the determination as to the qualification of entries. Sponsor is not responsible for those who cannot purchase a Fall 2011 meal plan during the Sweepstakes Period for any reason including but not limited to, errors by any participating educational institution's or Sponsor's representatives who enter incorrect information into any of the participating educational institutions' or Sponsor's systems. For those using the Internet or a network to purchase their Fall meal plan, those reasons include, without limitation, those who cannot access the Internet/network or cannot click-through on the Internet/network for any period of time to purchase a Fall 2011 meal plan regardless of technical, hardware, software, telephone, Internet, virus contamination or network problems and for delay, failure or malfunction for any reason including, but not limited to, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors, force majeure or human errors. Proof of entry is not proof of entry receipt. Sponsor reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure, human error or any other causes beyond Sponsor's control. The Sweepstakes may be cancelled/terminated in Sponsor's sole discretion if the Sweepstakes cannot be run as planned or fairly. Potential winners will be drawn from eligible entries received up to the time of cancellation and mail-in entries postmarked up to time of cancellation and received up to seven (7) days later. Sponsor reserves the right to disqualify any discovered entry from the Sweepstakes if, in Sponsor's sole, subjective judgment, entrant has not fully complied with these Official Rules. Without limitation, all of an entrant's discovered entries will be**

disqualified, at the sole discretion of Sponsor, if entrant attempts (i) to enter the Sweepstakes through any means other than as described in these Official Rules; or (ii) provides information that is inaccurate or fraudulent; or (iii) attempts to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules. The Sweepstakes Entities assume no liability for damage caused to entrant's or any other person's/entity's computer hardware, software or communications network, regardless of cause. Only the prize and the value listed in these Official Rules shall be awarded.

7. By entering the Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities, Barnes & Noble, Inc. and all participating educational institutions and their respective successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which s/he now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Sponsor who reserves the right to substitute a prize (or portion of prize) of comparable or greater value in case of unavailability of a prize, force majeure or any reason. A prize or prize notification that is returned as undeliverable will disqualify the winner and an alternate winner shall be selected in random drawings.
8. **All federal, state and local laws, regulations and ordinances apply.** The Sweepstakes is void where prohibited, licensed, restricted or taxed. If any provision of the Sweepstakes shall be deemed to violate any federal, agency, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state, agency or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Sweepstakes in any jurisdiction, Sponsor reserves the right to (i) terminate the Sweepstakes in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Sweepstakes your entry if you reside in such jurisdiction, without penalty and without obligation to you. All taxes are winner's responsibility.
9. **This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the sponsor.**
10. Acceptance of the prize constitutes permission to use a winner's name, educational institution, voice and likeness and any and all identifying characteristics (except address, email address and phone number) including, but not limited to, the taking of photographs and/or videos by the Sponsor's photographer/videographer for publicity purposes, without further consent or compensation, unless prohibited by law and each winner agrees to execute any and all documents requested by the Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate the Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.

- 11.** The Sweepstakes Entities and participating educational institutions shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules.
- 12. Privacy Policy:** Sponsor, Intelliscan, Inc. and the Administrator collect personal information from you when you enter the Sweepstakes that will be used for the administration of the Sweepstakes and for research purposes. The information collected is subject to the privacy policy found by clicking on “Privacy Policy” at the website URL posted **at your participating educational institution** and at the Administrator’s website, available at <http://www.themarketingagency.com/html/aboutUs.html>. By entering the Sweepstakes, you explicitly provide consent for the use of your personal information in this manner.
- 13.** By entering the Sweepstakes, you agree that any and all disputes, claims, actions and causes of action arising out of or connected with the Sweepstakes or the prize awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Philadelphia County, Pennsylvania without regard for conflicts of law doctrine. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes and under no circumstances will you seek or be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any other damages other than for actual out-of-pocket expenses including any and all rights to have damages multiplied or otherwise increased and in no event attorneys’ fees or costs. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- 14. For a List of Winners**— available on or about June 20, 2011, send a self addressed, adequately stamped, #10, business envelope to “Early Bird Gets the NOOKcolor” Sweepstakes, c/o ARAMARK Educational Services, LLC, 1101 Market Street, Philadelphia, PA 19107 ATT; Marketing. Requests must be received by June 20, 2011. No mechanically reproduced or photocopied requests allowed; only one (1) request per outer mailing envelope. **You cannot enter the Sweepstakes using this address. Entries mailed to this address will be discarded.**

All trademarks are the property of their respective owners. Barnes & Noble, Inc. and its affiliates are not affiliated with ARAMARK Educational Services, LLC and do not sponsor, endorse, approve or have any responsibility for this promotion. © 2011, The Marketing Agency.