



## Amoena® “Grows Green” Retailer Giveaway

**Introduction:** *Amoena USA Corporation* (“Sponsor”) is offering a (“Contest”). **NO PURCHASE IS NECESSARY. VOID WHERE PROHIBITED.**

**Eligibility:** Entrant must be an Amoena retailer in good standing as of March 31, 2010, and a resident of the fifty (50) United States, its territories, or the District of Columbia. Employees of Sponsor, Sponsor’s parents, subsidiaries, affiliated companies, and agents and the immediate family (defined as parents, spouse, children, siblings, grandparents) of each such employees, and all those with whom such employees are domiciled, are NOT eligible.

**Timing:** Contest begins at 12:00:01 a.m. E.S.T. on March 31, 2010, and ends at 11:59:59 p.m. E.S.T. on April 21, 2010.

**How to Enter:** To enter, Amoena retailer must opt-in to receive paperless billing. This includes receiving all future invoices, credit memos and statements via email to an email address provided by the Amoena retailer. Retailer must opt-in by phone between March 31, 2010 and April 21, 2010. Each Amoena retailer that opts-in will be entered one (1) time into the Contest. One (1) entry per billing address.

**Drawing:** This Contest will have three (3) drawings and three (3) winners. For the prize, the potential winners will be selected randomly from all entries received on or before the entry deadline of April 21, 2010. The drawing will be conducted on or before April 30, 2010. If a potential winner cannot be contacted within ten (10) days after the first attempt to contact such potential winner, they will be considered to have forfeited their prize and an alternate entrant will be selected in his or her place through a random drawing from all entries received, and no obligation will be upheld by Sponsor to forfeited winner.

**Prize:** The winners will receive a prize of one (1) \$500 American Express Gift Card.

**Total Retail Value of all Prizes: \$500.** Sponsor is not responsible for lost or damaged prizes, and none will be replaced. Prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor in the event that the prize cannot be awarded for any reason, in which case, Sponsor will provide a prize of equal or greater value. All taxes, fees and surcharges on prizes are the sole responsibility of winner.

**Other Terms and Conditions:** If any prize or prize notification is returned as undeliverable, the potential winner will be disqualified and another potential winner selected in the place of the disqualified person at random from all entries received on or before the entry deadline. By accepting the prize, the winner agrees that the Sponsor and those acting under the Sponsor’s authority, may use the winner’s name, picture/portrait likeness and/or voice, for advertising and promotional purposes in relation to the Contest without further consideration, unless prohibited by law. **BY ACCEPTING THE PRIZE, THE WINNER AGREES THAT THE SPONSOR, ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF THE SPONSOR’S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY, WINNER FOR ANY 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 PARTICIPATION IN ANY**



**CONTEST OR PRIZE RELATED ACTIVITY.** Subject to all federal, state, and local laws. Void where prohibited.

**Miscellaneous:** If for any reason the Contest is not capable of running as planned, including due to tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, entries. The Sponsor is not responsible for any problems or delays of any entry to be received by Sponsor on account of negligence by the Amoena retailer in submitting entries to Sponsor entry deadline. Sponsor is not responsible for late, lost, illegible, incomplete, stolen or misdirected entries. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND CO-SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**Sponsor(s):** The Sponsor of this Contest is *Amoena USA Corporation* whose address is 1701 Barrett Lakes Blvd., Ste. 410, Kennesaw, GA 30144.

**Amoena** is a registered trademark of Amoena Medizin-Orthopädie-Technik GmbH.