

## Omni 2017 GiveAway Sweepstakes Official Rules

**By entering the Sweepstakes you accept and agree to be bound by these Official Rules.**

**1. No Purchase Necessary.** No purchase or payment necessary to enter. A purchase or payment will not increase your chances of winning. Void where prohibited by law.

**2. Sponsor.** The Omni 2017 Giveaway Sweepstakes (the “**Sweepstakes**”) is sponsored by Omni Financial Group, Inc., with a principal of business at 1 Radisson Plaza, Suite 804, New Rochelle, New York, 10801 (the “**Sponsor**”).

**3. Eligibility.** The Sweepstakes is open only to legal residents of the continental United States who have reached the age of majority at the time of entry. Employees, officers, directors, affiliates, subsidiaries, licensees, distributors and fulfillment agencies of the Sponsor, and respective immediate family members (defined as spouse, sibling, parent, child or grandparent and the spouses of such persons) and other persons living in their same households are not eligible to participate in the Sweepstakes. The parties acknowledge that the Sponsor shall not be liable for the reimbursement of any prizes or other amounts payable to entrants who are in violation of these eligibility requirements or these Official Sweepstakes Rules. Any entrant who attempts to use any device, false identity or artifice to enter multiple times will automatically be disqualified from the Sweepstakes. Void where prohibited by law.

**4. Sweepstakes Period.** The Sweepstakes begins at 12:01 a.m. ET on Friday, May 5, 2017 and ends at 5:00 pm ET on June 8, 2017.

**3. Prize Description.** On the next day after the last day of the Sweepstakes (June 9, 2017), Sponsor will award one (1) \$250.00 WalMart gift card. The total value of the prizes will not exceed (\$300.00)

**4. Odds of Winning.** Odds of becoming a winner depend on the number of eligible entries received in the Sweepstakes.

### **5. How to Play / Description of Sweepstakes:**

**a. Entry.** To enter the Sweepstakes, an entrant must either: (i) complete an entry form on Omni’s Facebook page; or (ii) submit an entry by mail to Sponsor -- Attn: ENTRY – Omni 2017 Giveaway Sweepstakes, 1 Radisson Plaza, Suite 804, New Rochelle, New York, 10801. All persons who have reached the age of majority at the time of entry will be automatically entered upon completion of the requirements above. Any entry that is illegible, inaccurate, incomplete, late or does not otherwise conform with these Official Sweepstakes Rules will be disqualified. All entries must be received by the Sponsors before 5:00 p.m. ET on June 8, 2017.

**b. Winner Selection.** The prize drawings will be made from all eligible entries. Sponsor will choose one winning entry for the Sweepstakes by random drawing. Sponsor will notify winners of the Sweepstakes by email within twenty-four (24) hours of the drawing. If the winner fails to comply with these Official Sweepstakes Rules, or is ineligible to receive a prize, the prize will be awarded to an alternate party selected by a second random drawing conducted in accordance with these Official Sweepstakes Rules. The Sponsor shall not be responsible or liable for failure to contact a potential prizewinner who provides incorrect or incomplete contact information. All winners may be required to submit valid identification to the Sponsor to claim a prize.

**c. Affidavit/Release.** If required by Sponsor, a winner must (either conventionally or electronically) provide the winner’s name and sign and return a release of liability and declaration of eligibility within fifteen (15) days of notification from Sponsor of winning a prize. Otherwise, the prize will be forfeited and awarded to an alternate person.

**d. Award of Prizes.** Prizes will be awarded within thirty (30) days following verification of eligibility and compliance with the terms of these Official Sweepstakes Rules. The Sponsor’s decisions regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. The Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Sweepstakes Rules or in other materials related to the Sweepstakes.

**6. Advertising and Promotion.** By accepting a prize in the Sweepstakes, a winner agrees that Sponsor and its designees may use winner’s name, biographical information (city and state only), picture, voice, quote, comments, image and/or likeness for the purpose of advertising or trade without further compensation in any and all media for

advertising purposes. By accepting a prize, a winner agrees that all electronically signed documents shall be of the same force and effect as if they were conventionally signed.

**7. Privacy.** Personally identifiable information on individual entrants will not be sold or otherwise transferred to unaffiliated third parties, but the information may be used by the Sponsor to contact entrants in the future with offers and announcements that the Sponsor feel may be of interest. If an entrant does not wish to be contacted by the Sponsor, the entrant should opt-out of such contact by sending written notice to OPT OUT - Attn: Omni 2017 Giveaway Sweepstakes Team, 1 Radisson Plaza, Suite 804, New Rochelle, New York, 10801 or, if entrant only wishes to disenroll from Sponsor's email list, by submitting an opt-out request through the link provided on the bottom of an email sent by Sponsor to entrant's registered email address.

**8. Limitation of Liability.** THE SPONSOR, ITS AFFILIATES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS EXPRESSLY DISCLAIM AND SHALL HAVE NO LIABILITY AND WILL BE HELD HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, INJURY OR DEATH TO ENTRANT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL OR PRIZE ACTIVITY RELATED THERETO) OR SUCH PARTY'S PARTICIPATION IN THIS SWEEPSTAKES. ENTRANTS FURTHER ACKNOWLEDGE THAT NEITHER THE SPONSOR OR SPONSOR'S AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, HAS MADE OR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY RIGHT OR PRIZE, INCLUDING, BUT NOT LIMITED TO, THE VALUE, QUALITY, CONDITION OR FITNESS OF ANY PRIZE. ALL PRIZES ARE PROVIDED "AS IS" AND SPONSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT THERETO.

**9. General:**

**a. Taxes.** Taxes, if any, are the sole responsibility of the prize winner.

**b. No Substitution.** No substitution or transfer of prizes permitted.

**c. Operations.** ANY ATTEMPT BY AN ENTRANT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**d. Disqualification.** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds: to be tampering with the entry process or the operation of the Sweepstakes; acting in violation of the Sponsor website terms and conditions; or acting in a disruptive, annoying, abusive, threatening or harassing manner to any other person. Without limitation, any use of software or hardware to automate entries is prohibited and will subject such user to disqualification.

**e. Term.** Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way, if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or undermined the proper play, integrity, and/or feasibility of the Sweepstakes.

**f. Choice of Law and Venue.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules or the rights and obligations of the participant or Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state or federal laws. Any action arising out of the Sweepstakes shall be filed in the United States District Court of record for Westchester County, New York and the parties hereby submit to the exclusive jurisdiction and venue of such court for all purposes in connection with these Official Sweepstakes Rules and the Sweepstakes.

**10. Winners List.** To receive the names of the official prize winners, send a self-addressed stamped envelope to Omni 2017 Giveaway Sweepstakes -WINNER LIST - Attn: Omni 2017 Giveaway Sweepstakes, 1 Radisson Plaza, Suite 804, New Rochelle, New York, 10801.