

Walgreen's Back-to-School Check-In for the Chance to Win Sweepstakes

OFFICIAL RULES

NO PURCHASE OR MOBILE PHONE USAGE IS NECESSARY TO ENTER OR TO WIN.

A PURCHASE OR MOBILE PHONE USAGE DOES NOT IMPROVE
ONE'S CHANCES OF WINNING.

MOBILE PHONE USAGE IS NOT NECESSARY TO ENTER.

STANDARD DATA RATE PLANS, TERMS AND CONDITIONS WILL APPLY FOR MOBILE
PHONE USAGE AND ENTRIES OBTAINED VIA A MOBILE PHONE.

MAY NOT BE AVAILABLE FROM ALL SERVICE PROVIDERS OR FOR ALL MOBILE
DEVICES. CHECK WITH YOUR SERVICE PROVIDER FOR DETAILS.

VOID WHERE PROHIBITED BY LAW.

Eligibility: The Walgreen's Back-To-School Check-In for the Chance to Win Sweepstakes

("Sweepstakes") is only open to permanent legal residents of the fifty (50) states of the United States ("U.S.") and the District of Columbia ("D.C.") who are currently physically located and residing therein (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions), who are thirteen (13) years of age or older as of the date of entry. The Sweepstakes is in no way sponsored, endorsed, administered by or associated with foursquare or Twitter and these companies which are completely released of all liability by each nominator in this Sweepstakes. Sponsor (defined below) has no affiliation with foursquare and Twitter and has no responsibility for or control of any matters relating to either foursquare, Twitter, foursquare accounts or Twitter accounts. Only K-12 schools that are tax exempt under section 501(c)(3) of the Internal Revenue Code will be eligible for nomination and to win a prize. Employees of Walgreen Co. ("Sponsor"), Sweepstakes administrator, their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, franchisees, affiliates, licensees, service providers, prize suppliers, any other person or entity associated with the Sweepstakes (collectively "Sweepstakes Entities") and/or members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Sweepstakes.

Sweepstakes Period: For all purposes of this Sweepstakes and all times refer to Central Time ("CT"). The Sweepstakes begins at 12:00:00 a.m. CT on July 29, 2012 and ends at 11:59:59 p.m. CT on August 25, 2012 ("Sweepstakes Period"). Prizes will only be awarded to each school designated by each corresponding winning nominator's Entry (defined below), not the individual nominator.

How to Enter: There are three (3) ways to enter this Sweepstakes: (i) via foursquare and Twitter, (ii) via foursquare and a text message, and (iii) via the postal mail. Once an entry is chosen as a potential winner, the entrant (nominator) will be notified and asked to nominate an eligible K-12 school to receive the prize.

1. In order to enter the Sweepstakes via foursquare and Twitter, a nominator must go to a Walgreens retail location and check-in via foursquare and thereafter publish the check-in to his/her Twitter account to enter ("Twitter Entry"). A Walgreens retail location with a check-in via foursquare that is not published to a nominator's Twitter account will not result in an Entry into this Sweepstakes. Standard data rates apply to the Entry and all other mobile communications, including but not limited to additional Entries and notifications sent and received in connection with the Sweepstakes. Nominators can contact their carrier/service provider for pricing plans and details. Charges associated with Entry and/or subsequent notification communications will be

billed on each nominator's wireless telephone bill or deducted from each nominator's prepaid balance. This service may not be available from all service providers or for all mobile devices. Nominators are solely responsible for any data or wireless charges. For a list of retail locations go <http://www.walgreens.com/storelocator/find.jsp?tab=store%20locator&requestType=locator>. If a nominator does not have a Twitter account, he/she may create one for free by going to <http://twitter.com/> and following the sign up instructions. Nominators can only participate in the Sweepstakes under one Twitter account. Only the nominator registered under a particular Twitter account may participate in the Sweepstakes. Any nominator found to be using multiple Twitter accounts to enter the Sweepstakes will be disqualified and such action may result in the suspension of said nominator's Twitter account. If a nominator does not have a foursquare account, he/she may join this service and download the free app to his/her mobile device by visiting <https://foursquare.com/>. Please use care and do not drive while entering the Sweepstakes. After successful publication of a check-in to Twitter, said nominator will then receive one (1) Twitter Entry into the Sweepstakes. Twitter Entries must be received by 11:59:59 p.m. CT on Saturday, August 25, 2012. Limit one (1) Entry per person (based on Twitter account) per day. A "day" constitutes the time between 12:00:01 a.m. CT and 11:59:59 p.m. CT. Twitter Entries in excess of the stated limits will be disqualified.

2. To enter the Sweepstakes via foursquare and a text message, a nominator must go to a Walgreens retail location and check-in via foursquare and thereafter text BTS to 21525 (Text Entry"). You will receive a "Thank You" text message confirming that the Text Entry has been received. You may stop receiving text messages at any time by responding "end," "stop," or "quit" to the Thank you text message or any other text message associated with the Sweepstakes. Standard text message rates apply to the Text Entry and all other mobile communications, including but not limited to additional Text Entries and notifications sent and received in connection with the Sweepstakes. A nominator can contact his/her carrier/service provider for pricing plans and details. Charges associated with a Text Entry and/or subsequent notification communications will be billed on each nominator's wireless telephone bill or deducted from each nominator's prepaid balance. This service may not be available from all service providers or for all mobile devices. Nominators are solely responsible for any data or wireless charges. Please use care and do not drive while entering the Sweepstakes. After successfully sending the Text Entry, said nominator will then receive one (1) Text Entry into the Sweepstakes. Limit one (1) Entry per person (based on cell phone number) per day. A "day" constitutes the time between 12:00:01 a.m. CT and 11:59:59 p.m. CT. Text Entries must be received by 11:59:59 p.m. CT on Saturday, August 25, 2012. Text Entries in excess of the stated limits will be disqualified.
3. To enter the Sweepstakes via postal mail, a nominator must obtain a postcard (no larger than 5" x 7"), enclose it in a business size (#10) envelope and legibly handprint the following information: first name, last name, complete home address (no P.O. Boxes), telephone number (including area code), email address (optional) and date of birth ("Entry Information"). Thereafter, nominators must mail the envelope with proper postage affixed to: Walgreen's Back-To-School Check-In for the Chance to Win Sweepstakes, P.O. Box 6429, Burbank, CA 91510 ("Mail Entry"). Mail Entries must be postmarked by August 25, 2012 received by Wednesday, August 29, 2012. No copies, facsimiles or reproductions of Entry Information will be accepted.

If a nominator is a resident of a jurisdiction that deems him/her to be a minor, he/she must obtain parental/legal guardian consent prior to entering or submitting any personally identifiable information. A minor is defined as any nominator under the age of nineteen (19) in Alabama or Nebraska or under the age of twenty one (21) in Mississippi ("Minor"). Any attempted form of entry other than as described herein is void. Proof of submitting a Twitter Entry, Text Entry or Mail Entry (collectively, "Entry/ies") will not be deemed by Sponsor as proof of receipt or entry into the Sweepstakes. Any attempt by a

nominator to obtain more than the stated number of Entries by using multiple/different email addresses, cell phone numbers, home addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that nominator's Entries and that nominator may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below.

Prizes/Odds of Winning: Five (5) prizes (one (1) per winning school) will be awarded in this Sweepstakes. Each prize consists of a check made out to the winning school in the amount of \$10,000. The prize value must be used by the school for the benefit of the children. Value of each prize is \$10,000. **Total value of all prizes is \$50,000. Odds of winning a prize depends on the total number of eligible Entries received during the Sweepstakes Period.** Limit one (1) prize per winning school for the entire Sweepstakes Period. Prize(s) and prize notification(s) will only be sent to U.S. addresses within the fifty (50) states of the U.S. (including D.C.). Any depiction of prize(s) in Sweepstakes materials or otherwise, are for illustrative purposes only. All federal, state or other tax liabilities (including but not limited to income taxes) arising from participation in the Sweepstakes or award of any prize(s) will be the sole responsibility of the winning school (if applicable). Winning school(s) that are not determined to be tax exempt will be issued an IRS Form 1099 from the Sponsor or Sponsor's designee for the total value of the prize won (as stated herein) in the calendar year won. The Sweepstakes administrator is not the supplier or guarantor of any prize.

Drawing: Each potential winning nominator will be randomly selected in a drawing held by the Sweepstakes administrator on or about Friday, August 31, 2012 ("Drawing Date") from among all eligible Entries received. The school that the winning nominator nominates will be declared the winner of a prize as outlined in the Prize paragraph above subject to verification of winning. Note: the schools will be nominated after the winners are selected. We are not requiring you to include the school with your entry.

Notification of Nominators: The method of entry a nominator used to enter the Sweepstakes will determine the way he/she is notified.

Twitter Entry Notification: Each potential winning nominator will be notified via direct message to his/her Twitter account by the Sweepstakes administrator within approximately twenty four hours of the Drawing Date. Nominators must be followers of Walgreens on Twitter in order to receive a direct message; nominators who are not following Walgreens on Twitter will be disqualified. If a nominator changes and/or deletes his/her Twitter account after he/she enters the Sweepstakes it is her/her sole responsibility to notify the Sweepstakes administrator by postal mail (address can be located at the end of these Official Rules). Each potential winning nominator will have one (1) business day to respond to the direct message by emailing his/her requested response (e.g. his/her email address) to the appropriate party identified in the direct message or his/her Entry will be disqualified and an alternate potential winning nominator may be selected. After a potential winning nominator provides his/her email address to the Sweepstakes administrator, he/she (his/her parent/legal guardian if potential winning nominator is a Minor) will be emailed eligibility questions which must be answered within two (2) business days or his/her Entry will be disqualified and an alternate potential winning nominator may be selected.

Text Entry and Mail Entry Notification: Each potential winning nominator (his/her parent/legal guardian if potential winning nominator is a Minor) will be notified via telephone and asked eligibility questions by the Sweepstakes administrator at the phone number provided at time of entry within approximately two (2) days of Drawing Date. Sweepstakes administrator will make three (3) phone call attempts within a period of two (2) business days.

If a potential winning nominator does not respond to his/her notification(s) within the designated timeframes above; if he/she is found to be ineligible; if he/she does not comply with these Official Rules; or if his/her prize or prize notification is returned as undeliverable, potential winning nominator will be disqualified and an alternate potential winning nominator may be selected at Sponsor's sole discretion.

Each potential winning nominator will also be required to sign, execute, have notarized and return an original unmodified Affidavit of Eligibility, a Liability Release, (where legal) a Publicity Release and any other documentation that Sponsor and/or the Sweepstakes administrator requires (collectively "Affidavit/Release") within five (5) business days after receipt by the potential winning nominator or such potential winning nominator may be disqualified and an alternate potential winning nominator for such prize may be selected. If potential winning nominator is a Minor, his/her parent/legal guardian will complete the Affidavit/Release on his/her behalf. By returning the completed Affidavit/Release, the winning nominator (his/her parent/legal guardian if winning nominator is a Minor) attests to the provisions stated therein including the accuracy of the information contained therein and compliance with these Official Rules.

Notification of School: The school nominated by each potential winning nominator will be required to sign, execute, have notarized and return an original unmodified Affidavit/Release within ten (10) business days after receipt by a potential winning nominator. A school's failure to complete the Affidavit/Release within ten (10) business days may result in a forfeiture of the prize and such potential winning school may be disqualified and an alternate potential winning school for such prize may be selected. By returning the completed Affidavit/Release, the winning school attests to the provisions stated therein including the accuracy of the information contained therein and compliance with these Official Rules.

General Conditions: Sweepstakes is subject to these Official Rules and all federal, state and local laws and regulations (collectively "Rules and Laws"). By entering the Sweepstakes, nominators agree and acknowledge to be bound by the these Rules and Laws, as well as the decisions of the Sweepstakes administrator which are final and binding in all respects; to waive any rights to claim ambiguity with these Rules and Laws and the Official Rules; to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from use of any submitted Entry; to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities. Once submitted, Entries become the sole property of the Sponsor and will not be returned. Thus, except where prohibited by law and Sponsor's Privacy Policy: (1) entry by a nominator (nominator's parent/legal guardian, if nominator is a Minor), completion of the Affidavit/Release by nominator and winning school, and acceptance of prize by a winning school constitutes permission for the Sweepstakes Entities to use both the nominator's and/or the schools name, address (city and state), photo, likeness, biographical information, statement and voice for advertising/publicity purposes worldwide and in all forms of media (including posting on Sponsor's social media sites and at www.walgreen.com), in perpetuity, without further notice to or compensation in connection with said Sweepstakes or the prize awarded and (2) Sponsor has the right to modify, edit, adapt, electronically alter, use, assign and/or dispose of such Entries however it sees fit and for any purpose without any notice or compensation to nominator or any third parties. Any personal information supplied by nominators to Sponsor or its affiliates will be subject to Sponsor's privacy policy, located at <http://www.walgreens.com/topic/help/general/noticeprivacypractices.jsp?foot=privacy>. Sponsor will not provide any personally identifying information of Minors, regardless of its source, to any third party without the express written consent of a nominator's parent/legal guardian. Additionally, if a nominator chooses to opt-in to receive communications from a participating Sweepstakes Entity, his/her personal information will be subject to that Sweepstakes Entity's privacy policy and terms of service (if applicable), and such nominator agrees to receive additional email and/or text communication from that particular Sweepstakes Entity. Opting in to receive communications does not improve one's chances of winning any prize. The privacy policy for any Sweepstakes Entity participating in an opt-in will be accessible from the Sweepstakes entry form. Sponsor reserves the right, in its sole discretion, to

disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any person attempting to defraud or tamper with Sweepstakes may be prosecuted and is not eligible for prizes. If, for any reason, the Sweepstakes is not capable of running as originally planned, Sponsor in its discretion, reserves the right to cancel, suspend or modify the Sweepstakes or any portion(s) thereof and to conduct the drawing(s) and award prizes(s) from all salvageable eligible Entries received prior to and/or after (as appropriate) the action taken by the Sponsor, or award the prize(s) in a manner that is fair and equitable. In case of a dispute over the identity of a nominator who submitted the winning Entry, the authorized account holder of the Twitter/mobile account associated with that Entry will be deemed the nominator. The "authorized account holder" is deemed the natural person in whose name/email address the applicable account has been created. Said owner must comply with these Official Rules, be the person who completed the act of entering, and, in Sponsor's sole discretion, may be required to provide proof of ownership of the Twitter/mobile account.

Disclaimers: Sweepstakes Entities are not responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are illegible, late, tampered with, forged, incomplete, misdirected, deleted, damaged, lost, misplaced, stolen, destroyed, delayed, dropped, postage-due, mutilated or otherwise not in compliance with these Official Rules and such Entries will be disqualified. By entering the Sweepstakes, nominators agree and acknowledge that the Sweepstakes Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation in this Sweepstakes; human error;; acceptance/possession, use/misuse, and/or defects of the prize(s) awarded herein; any technical malfunctions of the telephone network, online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Sweepstakes; interruption or inability to access the Sweepstakes, foursquare, Twitter, mobile phone network, or any online service via the internet due to hardware or software compatibility problems; any damage to nominator's (or any third person's) computer/mobile phone and/or its contents related to or resulting from any part of this Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects and/or any other errors or malfunctions even if caused by the negligence of one of the Sweepstakes Entities. Nominators and each winning school agree to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities, and hereby acknowledge that said Sweepstakes Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed (1) by any wrongful, negligent or unauthorized act or omission on the part of the prize supplier or any of its agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other *force majeure* event will not be considered a breach of these Official Rules.

DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, OTHER THAN THE CHOICE OF LAW/CONFLICT OF LAW PROVISIONS OF ILLINOIS (OR ANY OTHER JURISDICTION) WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF A JURISDICTION OTHER THAN ILLINOIS. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL

THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN ILLINOIS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF LAKE. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING REASONABLE ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. SPONSOR AGREES TO DEFRAY AN INDIVIDUAL’S REASONABLE COSTS OF PARTICIPATING IN ARBITRATION IF NECESSARY FOR MAINTENANCE OF ARBITRATION AS THE DISPUTE RESOLUTION MECHANISM, SUBJECT TO FINAL APPORTIONMENT BY THE ARBITRATOR.

Name of Winners: To receive the winners’ list or an additional copy of these Official Rules, send a self-addressed stamped envelope to: Walgreens Back-To-School Check-In for the Chance to Win Sweepstakes “Name of Winners” or “Rules” (specify which), P.O. Box 6375, Burbank, CA 91510. All email requests must be received no later than two (2) months (e.g. October 25, 2012) after the stated end date of the Sweepstakes Period. Name of winners may also be posted on facebook.com/walgreens.

Sponsor: Walgreen Co., 200 Wilmot Road, Deerfield, IL 60015.

Sweepstakes administrator: Enteractive Solutions Group, Inc., P.O. Box 7398, Burbank, CA 91510.

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