

FedEx The Path North Second Chance Sweepstakes Official Rules
No Purchase Necessary to Enter or to Win.

1. **Eligibility:** The FedEx The Path North Second Chance Sweepstakes (“Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in their state/jurisdiction of residence as of the date of entry. The Sweepstakes is also open to businesses that are lawfully registered and operated in the fifty (50) United States and District of Columbia. The business owners or authorized employees who enter on behalf of the business must be legal residents of the 50 United States or the District of Columbia who have reached the age of majority in their state/jurisdiction of residence as of date of entry. Employees of FedEx Corporate Services, Inc. (“Sponsor”), Don Jagoda Associates (“Administrator”), Hawkeye, Inc., and each of their respective parent and affiliate companies (collectively with Sponsor, Administrator, and Hawkeye, Inc., the “Promotion Parties”) as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable laws and regulations. Void outside the 50 United States/District of Columbia and where prohibited. Eligible persons/businesses who participate in the Sweepstakes will be referred to as “Participant”, “you” or “your” in these Rules. Participation constitutes Participant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. FedEx account (if you have one) must be in good standing, as determined by Sponsor in its sole discretion.
2. **Sweepstakes Timing:** Sweepstakes begins at 10:00 a.m. Eastern Time (“ET”) on September 7, 2022 and ends at 5:00 p.m. ET on October 14, 2022 (“Sweepstakes Period”).
3. **How to Enter the Sweepstakes:** During the Sweepstakes Period, as an eligible Participant with a FedEx account, you can register at <https://www.fedex.com/pathnorthsweeps> by completing all required fields of the onscreen registration form, including providing your individual or business FedEx account number, to receive one (1) entry into the Sweepstakes (“Registration Entry”). Multiple Participants can be registered with the same FedEx account number. An email address may only be used once. You may not enter the same email address with different FedEx accounts. By registering a FedEx account number as an individual or as a business, you affirm and acknowledge that you are an owner or authorized representative of the FedEx account number, and are authorized to enter using such account number. If you do not have a FedEx account and do not wish to sign up for one, but do wish to enter the Sweepstakes, you may hand-print your full name, business name (if applicable) and email address on a 3" x 5" piece of paper and mail it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: The FedEx The Path North Second Chance Sweepstakes- Registration Entry, P.O. Box 7760, Melville, NY 11775-7760. All Participants who received a Registration Entry in The FedEx The Path North Sweepstakes that ran from 10:00 a.m. ET on June 6, 2022 through 5:00 p.m. ET on July 15, 2022 will automatically receive a Registration Entry into this Sweepstakes also. Limit one (1) Registration Entry, regardless of entry method. Mail-in Registration Entries must be complete to be eligible and must be postmarked by October 14 2022 and received by October 21, 2022 to be eligible. Mechanically reproduced or automated mail-in Registration Entries are not eligible.

There are two (2) ways to earn additional entries after a Registration Entry is obtained:

- 1) **Making a Qualifying FedEx Shipment:** Once registered, Participants may earn additional entries by completing qualifying FedEx shipments to Canada, the United Kingdom or Australia, as listed in the chart below (“shipments”) using a valid and eligible FedEx account number that was registered for the Sweepstakes and is in good standing, as determined by the Sponsor in its sole discretion.

Qualifying Shipments from the US to Canada, the United Kingdom or Australia

Description	Eligible FedEx shipping services	Additional Entries
FedEx Express	FedEx International Priority® Freight	2
	FedEx International Economy® Freight	2
	FedEx International First®	2
	FedEx International Priority®	2
	FedEx International Economy®	1
	FedEx International Mail Service®	1

Description	Eligible FedEx shipping services	Additional Entries
	FedEx International Connect Plus	4
FedEx Ground	FedEx International Ground®	3
	FedEx International Ground® Multiweight	3
	FedEx International Ground® Consolidation Multiweight	3
	FedEx International Ground® Consolidation	3
	FedEx International Ground® Distribution Multiweight	3
	FedEx International Ground® Distribution	3
FedEx Freight	FedEx Freight® Economy	2
	FedEx Freight® Priority	3

- 2) **Mail-in Bonus Entry:** If you received a Registration Entry via your FedEx account number, you may earn additional entries by hand-printing your full name, business name (if applicable), FedEx account number and email address on a 3" x 5" piece of paper and mailing it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: The FedEx The Path North Second Chance Sweepstakes – Bonus Entry, P.O. Box 7760, Melville, NY 11775-7760. If you do not have a 9-digit FedEx business account number and have sent a mail-in Registration Entry, you may earn additional entries by hand-printing your full name, business name (if applicable) and email address on a 3" x 5" piece of paper and mailing it in a separate hand-addressed, stamped envelope with sufficient postage to be mailed to: The FedEx The Path North Second Chance Sweepstakes – Bonus Entry, P.O. Box 7760, Melville, NY 11775-7760. Limit one (1) mail-in Bonus entry per envelope. Each mail-in Bonus entry is equivalent to four (4) entries. All mail-in entries must be complete to be eligible and must either be marked with “Registration Entry” or “Bonus Entry” on the outer envelope as indicated above. All mail-in Bonus entries must be postmarked by October 14, 2022, and received by October 21, 2022, to be eligible. Mechanically reproduced or automated Bonus mail-in entries are not eligible.

Limit two hundred (200) entries per Participant, regardless of method of entry or combination of methods of entry. In the event of a dispute as to any Registration Entry or shipment/Bonus entry, the authorized account holder (as determined by Sponsor) of the FedEx account number used to register for the Sweepstakes will be deemed to be the Participant (or the owner of the email address if Participant is not an account holder). The “authorized account holder” is the natural person/business assigned to the FedEx account number by FedEx. A potential winner may be required to show proof of being the authorized FedEx account holder or proof of being an authorized representative of the business associated with the FedEx account number. Normal internet access and usage charges imposed by your internet service provider will apply. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. All entries become the property of the Sponsor and will not be returned.

4. **Prizes and Actual Retail Values (“ARV”):** **Grand Prize (1):** \$10,000, awarded in the form of a check. **First Prizes (2):** \$5,000, awarded in the form of a check. **Second Prizes (4):** \$2,500, awarded in the form of a check. The ARV of all prizes is \$30,000.
5. **Drawing:** The winners will be selected in a random drawing on or about November 4, 2022, from among all eligible entries received/postmarked during the Sweepstakes Period. Drawing will be conducted by the Administrator (at their office in Melville, NY), an independent judging organization whose decisions are final on all matters relating to this Sweepstakes. Odds of winning a prize depend upon the total number of eligible entries received/postmarked during the Sweepstakes Period. Prizes will be awarded and winners will be notified by the Administrator.
6. **General Rules:** Sponsor reserves the right to substitute a prize of equal or greater value if any advertised prize is unavailable for any reason. No substitution or transfer of prize by Participant/winner is permitted. Taxes related to the prizes are the responsibility of the winning individuals/businesses. Winners will need to provide their social security number/taxpayer ID# for tax reporting purposes. Each potential winner will be required to execute and return, via email, a declaration of eligibility and liability/publicity release (where legal) (“Declaration package”) within five (5) days of attempted notification, or the prize may be forfeited and an alternate winner will be selected. If a winner wins on behalf of a business, the authorized employee who entered on behalf of the business must complete the Declaration Package and if he/she wishes, he/she may transfer the prize to another employee at their business and in that event the

transferred employee would be deemed the potential winner and must also execute a Declaration Package prior to prize acceptance. Participants bear the sole responsibility to ensure that their business policy does not prohibit the awarding of a prize to an employee prior to prize acceptance. Winners or winning businesses who registered or entered by making a shipment must have a FedEx account in good standing at time of prize award as determined by Sponsor in its sole discretion. Winners who entered on behalf of a business must also be in good standing with their employer at time of prize award or prize will be forfeited. The Promotion Parties are not responsible for lost, late, illegible, mutilated, misdirected or postage-due mailed entries; technical, hardware or software malfunctions; telephone failures of any kind; lost or unavailable network connections; or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic or other communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes, that may limit the ability to participate, or whether caused by any human error that may occur in the processing of the entries in the Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify or cancel the Sweepstakes if it is technically corrupted in any way, at its sole discretion, and award the applicable prizes from among all eligible entries received/postmarked prior to cancellation. Acceptance of a prize constitutes permission to use each winner's name and/or winning business' name and photographs/videos/testimonials for promotional purposes without further compensation or permission except where prohibited by law, without further compensation or permission from winner or winning business. The Promotion Parties will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or use of any prize that is awarded and assume no responsibility for any injury or damage to Participants or to any other person's computer relating to or resulting from entering this Sweepstakes. By receipt of prize, each winner agrees, on behalf of himself/herself and/or his/her business, to release, indemnify and hold harmless the Promotion Parties from and against any claims or causes of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize ("Claims"). By participating in this Sweepstakes, each Participant agrees to be bound by these Official Rules and the decisions of the Sponsor/Administrator.

7. **Disputes:** Participant agrees that: (a) he/she releases and will defend, indemnify and hold harmless the Promotion Parties from and all any and all Claims; (b) Claims arising out of or connected with this Sweepstakes, or the prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in western Tennessee, Shelby County; (c) Participant submits to sole and exclusive personal jurisdiction to said courts in the State of Tennessee for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (d) any and all Claims, judgments, and awards shall be limited to actual damages of no more than \$100, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (e) under no circumstances will Participant be permitted to obtain awards for and Participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants or the Promotion Parties in connection with this 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 (whether of the State of Tennessee, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.
8. **Data Protection/Privacy Policy:** Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor and shared with third parties involved in administration of the Sweepstakes in accordance with the online Privacy Policy posted on <http://www.fedex.com/us/security/privacy-policy-us.html> and applicable data protection laws. The Participant agrees to the collection, processing and storage of his or her personal data by Sponsor for purposes of the Sweepstakes. By selecting the option to receive promotional emails from Sponsor, Participant agrees to receive future emails from any FedEx Operating Company. The data controller and the data recipient is FedEx Corporate Services, Inc.
9. **Winners:** To receive a Winners List by email, send an email to: winners@dja.com with "The FedEx The Path North Second Chance Sweepstakes (11-2496-10)" as the subject line. Requests must be received by December 30, 2022. Winners List will be sent after prizes have been awarded.
10. **Sponsor and Administrator:** The Sponsor of the Sweepstakes is FedEx Corporate Services, Inc., Memphis, TN 38125. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Dr., Melville, NY 11747.