

GEORGE CARDEN CIRCUS INTERNATIONAL, INC.
PRIZE GIVE-AWAY: OFFICIAL RULES

ON OCTOBER 9, 2011, GEORGE CARDEN CIRCUS INTERNATIONAL, INC. WILL DRAW NAMES FROM ALL ENTRIES IN THIS CIRCUS PRIZE GIVE-AWAY. THE OFFICIAL RULES FOR THIS EVENT AND GIVE-AWAY FOLLOW.

ENTRY FORMS AT FAMILY PHARMACY LOCATIONS
NO PURCHASE IS NECESSARY TO PARTICIPATE.

- 1) **Definitions: The following definitions shall apply:**
 - a) **“Entrant”** shall mean a person who enters the George Carden Circus International, Inc. Prize Give-Away and who meets the eligibility requirements hereof.
 - b) **“GCCCI”** shall mean George Carden Circus International, Inc.
 - c) **“GCCCI Phone Number”** shall mean (417) 833-3588.
 - d) **“GCCCI Office”** shall mean 3901 W. State Highway O, Springfield, Missouri 65803.
 - e) **“GCCCI Business Hours”** shall mean any week day between 9:00 a.m. and 5:00 p.m., excluding the noon hour.
 - f) **“JQH Arena”** shall mean the building known commonly as JQH Arena on the premises owned by Missouri State University at 685 S John Q. Hammons Parkway, Springfield, MO 65897.
 - g) **“Official Rules”** shall mean the rules specified in this document.
 - h) **“Potential Winner”** shall mean a person whose name is listed on a drawn entry form, prior to final determination that the person is a Prize Winner, or the parent, guardian as custodian or conservator (see Rule 2) of the minor child whose name is listed on a drawn entry form.
 - i) **“Prize Winner”** shall mean a Potential Winner who has been finally determined by GCCCI to have been eligible, in compliance with all of the Official Rules, and who has completed all requirements for prize redemption required herein.
- 2) **Eligibility:**
 - a) **Age.** Entrants must be at least eighteen (18) years of age or older on the day of registration. GCCCI, will transfer the registration of a person who is under the age of eighteen (18) and has registered, to the minor’s court-appointed conservator, or if none, then to that minor’s parent or guardian, as custodian under the Missouri Transfers to Minors Law, (§ 404.005 to § 404.094, RSMo.).
 - b) **Compliance with Rules.** Winning any prize requires that the Potential Winner of the prize is, and remains, in compliance with these Official Rules. Until such compliance is completed and verified as solely determined by GCCCI, the Entrant is, and will remain, a Potential Winner.
 - c) **Need Not Be Present to Win.** The Entrant need not be present to be a Potential Winner, provided however, that each Potential Winner will be required to redeem his or her prize in the manner specified in these Official Rules or will be disqualified, and no longer eligible to win a prize.
 - d) **Disqualification.** Persons in any of the following categories are NOT eligible to participate or win a prize: (a) any person who on or after April 1, 2011 was or is a GCCCI shareholder, director or officer; and (b) spouses of, or those who reside in the same household as, any person in the preceding category.
- 3) **Agreement to Official Rules:** The Game is conducted solely in the State of Missouri by GCCCI and, each Entrant, or his or her parent, legal guardian or conservator, if the Entrant is an eligible minor, unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of GCCCI, which shall be final and binding with respect to all aspects of the Circus Prize Give-Away.
- 4) **Only One Entry per Person/Disqualification:** Each person may enter or be entered in the Circus Prize Give-Away only one time. Double or multiple entries, if found by GCCCI to have occurred, will disqualify the Entrant for failure to comply with the Official Rules, regardless of who filled out a particular form or who deposited a form. GCCCI shall have no responsibility to search for double or multiple entries, but may disqualify, based upon those found.
- 5) **How to Obtain an Entry Form:** Any person wishing to participate may obtain an entry form at any Family Pharmacy in Springfield, Missouri and the surrounding region in Southwest Missouri.
- 6) **How to Enter:** Any entry form, once legibly completed with all of the information requested thereon, may be deposited at JQH Arena on October 6, 7, 8 and 9, 2011. Entry receptacles will be available, and

all entry forms must be placed into the authorized entry receptacles, which will be marked for prize entries.

- a) **No Purchase or Attendance Necessary.** No purchase of a circus admission ticket is necessary to win. Attendance at a circus performance is not necessary to win. No such purchase or attendance will improve the chance of winning.
 - b) **One (1) Entry per Person.** Only one entry is permitted per person. Any person entering more than one time will be subject to disqualification for failure to abide by the Official Rules, a determination to be made by, and in the sole discretion of, GCCI.
 - c) **Chances of Winning.** The odds of winning a prize will depend upon the number of Entrants.
 - d) **Requirements of Entry Forms.** Entrants are required to complete the information requested on the entry form. Failure to provide the requested information, designed to enable GCCI to contact the Entrant quickly, may lead to disqualification of the Entrant by GCCI in its sole discretion. No Entrant will be disqualified for failure to provide an e-mail address, but failure to do so carries greater risk that the Potential Winner will not be successfully contacted and will be disqualified.
- 7) **Drawing Procedure:** During or immediately following the October 9, 2011 circus performance, a representative of GCCI or a volunteer will, at random, draw one entry form for each prize to be given away.
- a) **Inspection and Announcement.** GCCI will announce the name of each Potential Winner of a prize after an initial inspection of the entry form and determination of entry form legibility and completeness (which shall not preclude GCCI from later determining the lack of eligibility, legibility, completeness or disqualification). In the announcement of the Potential Winner, the Potential Winner may be referred to at the time as the "winner," but the actual status will be Potential Winner, until finally recognized as the Prize Winner pursuant to Rule 8(c), below.
 - b) **Unreadable or Improper Entry.** If a drawn entry form is determined to be illegible, incomplete, or subject to disqualification, the entry form will be disregarded and destroyed, and another entry form will be drawn for such prize. A torn or mangled form may be determined to be illegible and disregarded and destroyed. GCCI shall have no responsibility for the condition of the entry form of any entrant.
 - c) **Successive Drawing.** After a drawn entry form is determined not to be legible or complete, or the Entrant is determined to be ineligible or disqualified, or after a Potential Winner is determined to be ineligible or disqualified, or fails to properly redeem his or her prize, another drawing will be held, and an agent of GCCI or a volunteer will, at random, draw one replacement entry form, pursuant to the same rules and procedures as for an initial drawing, and such procedure shall be repeated as needed until a Prize Winner is determined. The time limitations contained in Rule 8(c), shall be extended for a successive drawing. The deadline for phone contact with GCCI (October 11 for the *initial* Potential Winner) shall be extended to the October 18, 2011 during GCCI Business Hours (see Rule 1) or to the next successive Tuesday during GCCI Business Hours that is at least twenty-four (24) hours after the attempt at notification of the Potential Winner in the manner specified in these Official Rules. The deadline for redemption at the GCCI Office (October 14 for the *initial* Potential Winner) shall be extended to the October 21, 2011 during GCCI Business Hours (see Rule 1) or to the next successive Friday during GCCI Business Hours that is after the applicable Tuesday deadline for phone contact.
 - d) **Retention of Drawn Entry Forms.** GCCI will retain possession of a drawn entry form that was found not to be legible, mangled, torn or incomplete for review and subsequent destruction. GCCI will retain possession of a drawn entry form of a Potential Winner who does not redeem his or her prize for any reason for a period of at least thirty (30) days, and thereafter, such entry form is subject to destruction. GCCI will retain possession of a drawn entry form of a Potential Winner who does successfully redeem his or her prize for a period of at least thirty (30) days, and thereafter, such entry form is subject to destruction.
- 8) **Notification/Final Prize Give-Away Determination.** Following the drawing of an entry form for a prize, and the initial determination of legibility and completeness, (which shall not preclude GCCI from later determining the lack of eligibility, legibility, completeness or disqualification), GCCI will make an attempt to notify the Potential Winner of each prize in the following manner:
- a) **Initial Announcement.** For a drawing at the October 9, 2011 circus performance or immediately following such performance, an announcement will be made as specified in Rule 7. If a Potential Winner named on the entry form is determined to be the Prize Winner, no further efforts will be

- made to notify the Potential Winner. If a Potential Winner named on a drawn entry form does not come forward at the time of the announcement, the sole additional efforts to notify the Potential Winner shall be in the manner specified in Rule 8(b).
- b) **Post-Performance Notification Attempt.** If a Potential Winner named on a drawn entry form does not come forward at the time of the announcement on October 9, 2011 at JQH Arena, GCCCI will attempt to notify the Potential Winner in the following manner:
- i) **Phone.** GCCCI will make one (1) attempt to contact the Potential Winner by phone at the U.S. phone number legibly printed on the entry form, subject to the following (GCCCI will notify the party at the telephone number called that the caller is from GCCCI and that the person named on the entry form is a Potential Winner of a prize in the George Carden Circus International, Inc. Prize Give-Away, and the required method of claiming the prize); and
 - ii) **E-mail.** GCCCI will make one (1) attempt to contact the Potential Winner by sending an e-mail to the address legibly printed on the entry form, subject to the following.
 - iii) **Cessation of Notification Attempts.** If the entry form does not contain a legible or valid U.S. phone number, GCCCI will not be required to take any further action to notify the Potential Winner by telephone. If the entry form does not contain a legible or valid e-mail address, GCCCI will not be required to take any further action to notify the Potential Winner by e-mail. All efforts to locate the Potential Winner or Prize Winner will cease once any contact is made with any person at the phone number on the entry form or a reply is received from the e-mail address listed on the entry form.
 - iv) **Disqualification during Notification Period.** If GCCCI receives a "bounce back" e-mail message, indicating the inability to deliver the e-mail message to the e-mail address listed on the entry form, and is, for any reason, unable to receive an answer or message machine by phone at the U.S. phone number listed on the entry form (or alternatively, receives an answer, but the party answering indicates a wrong number), the Potential Winner may be immediately disqualified by GCCCI.
 - v) **Failure to Redeem Disqualification** If no person fulfills the redemption requirements of Rule 8(c) in a timely fashion, as specified therein, then GCCCI may declare that such Potential Winner is disqualified, and if so, a successive drawing shall take place for the prize in question.
- c) **Redemption Requirements.** After, and only after, successful redemption, a Potential Winner shall be recognized as a Prize Winner by GCCCI. On or before October 11, 2011, the Potential Winner or (in the case of a minor) his or her parent or guardian, must call the GCCCI Phone Number (see Rule 1) during GCCCI Business Hours (see Rule 1) and identify himself or herself as a Potential Winner or the parent or guardian of a Potential Winner, or (in the case of a minor) his or her parent or guardian, and make arrangements to redeem pursuant to the Redemption Requirements herein, and if the Potential Winner, or (in the case of a minor) his or her parent or guardian, fails to comply with this requirement, the Potential Winner may be disqualified by GCCCI, and thereafter, a successive drawing will take place. On or before October 14, 2011, the Potential Winner, or (in the case of a minor) his or her parent or guardian, having make the phone contact required above, must appear at the GCCCI Office as scheduled over the phone, and complete all redemption requirements, as follows.
- i) **Presentation of Identification.** When appearing at the GCCCI Office, the Potential Winner, or (in the case of a minor) his or her parent or guardian, must present valid identification, satisfactory to GCCCI, establishing the identify of the Potential Winner, and (in the case of a minor) establishing the identity and relationship of the parent or guardian, and other information as requested (which may include a birth certificate, photo identification of the parent or guardian, probate court letters of conservatorship or guardianship or other information and documentation).
 - ii) **Required Signatures.** When appearing at the GCCCI Office, the Potential Winner, or (in the case of a minor) his or her parent or guardian, must present valid identification, satisfactory to GCCCI, establishing the identify of the Potential Winner, and (in the case of a minor) establishing the identity and relationship of the parent or guardian, and other information as requested (which may include a birth certificate, photo identification of the parent or guardian, probate court letters of conservatorship or guardianship or other information and documentation). Included in the documentation to be signed will be:

- (1) Release. A complete release of GCCCI and its agents, owners and representatives;
 - (2) Acknowledgement of Receipt. an acknowledgement of the receipt of the prize;
 - (3) Declaration/Affidavit of Eligibility. a declaration or affidavit of eligibility (as solely determined by GCCCI);
 - (4) Publicity Release. A publicity release permitting GCCCI to use the likeness, name and information gathered about the Prize Winner;
 - (5) W-9. A Federal form W-9 for tax filing purposes;
 - (6) Bank Requirements. All bank requirements must be complied with for the receipt of the cash-equivalents at Freedom Bank; and
 - (7) Other Documents. Such other documents as may be determined by GCCCI.
- 9) **Prizes**. Prizes include the following, or comparable items:
- a) 2012 Dodge Avenger from Central Dodge
 - i) Vehicle specifics. The color, package, factory options, and other prize specifics to be determined by GCCCI.
 - ii) Warranties. GCCCI does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. The vehicle will be delivered solely with the express limited warranties set forth in the vehicle's owner's guide, which warranties shall run for the term set forth in the said guide.
 - iii) License, Insurance and Tax Identification. The Prize Winner (or in the case of a minor under the age of sixteen (16), the parent or guardian) must have and may be required to provide a valid driver's license, proof of existing vehicle insurance coverage, as required by law for operation, at time of delivery, and tax identification information as required by all applicable laws.
 - iv) Pickup of Vehicle. The vehicle will be made available for pickup from the Central Dodge dealership in Springfield, Missouri.
 - v) Sales Tax, Registration and Fees. The Prize Winner will be solely responsible for any applicable registration (including sales tax), license, title and insurance fees, and any expenses not listed herein related to receipt, possession, acceptance and use of the 2012 Dodge Avenger. Any difference between the stated MSRP and the actual value of the vehicle will not be awarded.
 - b) Ten (10) 50 gift certificates from Family Pharmacy;
 - c) Four (4) \$250 gift certificates from PFI;
 - d) Five (5) \$100 savings certificates from Freedom Bank; and
 - e) One (1) gift certificate for a set of four tires from Chappell Tires, provided that the maximum retail value of the gift certificate shall be \$600.00. No substitutions or transfer or assignment shall be allowed without the consent of Chappell Tires.
- 10) **General Release and Conditions of Participation**. Participants assume all risk of loss, damage, destruction, delay and misdirection of entry forms, and any mistakes, negligence on the part of GCCCI and its agents, employees, officers, shareholders, directors, attorneys, Family Pharmacy and its agents, employees, officers, shareholders, directors, attorneys, and all Sponsors and their agents, employees, officers, shareholders, directors, attorneys, from anything arising out of, relating to, or touching upon, the Circus Prize Give-Away, the process of registration, information provided relating to the Circus Prize Give-Away, the maintenance of entry forms, drawing and identification or location of potential winners. This release is a part of the Official Rules and is a condition of registration and winning and applies not only to GCCCI and Family Pharmacy, but each of their respective parent companies, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents. The entities or individuals listed in this paragraph are not responsible for: (a) incomplete, illegible, misdirected, lost, damaged, or stolen registration forms; (b) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; or (c) any incorrect or inaccurate information, whether caused by the GCCCI website, or otherwise. **By participating in the Circus Prize Give-Away, each Participant hereby releases and agrees to hold GCCCI, Family Pharmacy, and each Sponsor of any prize, harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury, (whether due to negligence or otherwise) due in whole or in part, directly or indirectly, to**

participation in the Circus Prize Give-Away or any related and/or travel-related activity, or participation in any prize-related activities, or the receipt, use or misuse of any prize, including any negligence of GCCI, Family Pharmacy, and any Sponsor, itself or themselves. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to claim said prize and any liability and publicity which might arise from claiming or seeking to claim said prize. By claiming a prize, except where such condition is legally prohibited, each verified winner hereby agrees and grants GCCI the assignable right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and promotional purposes in connection with the Circus Prize Give-Away and other promotions without further compensation, and releases the GCCI, Family Pharmacy and each Sponsor, from any liability with respect thereto.

11) **Disclaimer of Warranties.** GCCI and the SPONSORS make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize in connection with the Circus Prize Give-Away. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE GAME ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

12) **Miscellaneous.**

- a) **Disqualification:** This provision operates to expand the disqualification specified earlier in these Official Rules. It is the Participant's sole responsibility to ensure that he or she has complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited. No copied/reproduced, illegible, incomplete, third party or other automated entries, in whole or in part, will be accepted. Entries made by any individual or any entity other than the Participant and/or originating by any other mechanism, will be declared invalid and disqualified for this Circus Prize Give-Away. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Circus Prize Give-Away; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Circus Prize Give-Away, or to annoy, abuse, threaten or harass any person, including, but not limited to, any patron, employee or owner of GCCI, of Family Pharmacy or of any Sponsor, each of whom reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- b) **Force Majeure:** In the event GCCI is prevented from continuing with the Circus Prize Give-Away as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within GCCI's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, GCCI shall have the right to modify, suspend, extend or terminate the Circus Prize Give-Away. Only the type and quantity of prizes described in these Official Rules will be awarded.
- c) **Invalidity:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of GCCI, which right is expressly

reserved to GCCCI at any time. Neither the employees nor contractors for GCCCI, Family Pharmacy or any Sponsor are authorized to modify or amend these Official Rules.

- d) **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Participant and GCCCI in connection with the Circus Prize Give-Away shall be governed by and construed in accordance with the internal laws of the State of Missouri, including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws.
- e) **Privacy:** Information collected in connection with this Game may be shared with the attorneys, accountants, and other professionals of GCCCI, each Sponsor and Family Pharmacy to ensure compliance with the law, including tax reporting, as well as to assist in the administration of the Circus Prize Give-Away.

13) **OFFICIAL RULES.** These Official Rules will be posted at the office of GCCCI, each participating Family Pharmacy and online at <http://www.2011circus.com>. To receive a copy of the Official Rules, mail a self-addressed, stamped envelope to George Carden Circus International - Circus Prize Give-Away, 3901 W. State Hwy O, Springfield, MO 65803. All requests must be received by October 3, 2011. Limit: one (1) request per outer envelope.