

2008 VISA BILL PAY SWEEPSTAKES
OFFICIAL RULES

1. **NO PURCHASE, PAYMENT, OR OBLIGATION NECESSARY TO ENTER OR WIN. NON-PAYMENT ENTRIES AND PAYMENT ENTRIES HAVE AN EQUAL CHANCE OF WINNING.**
2. **ELIGIBILITY:** The 2008 *Visa Bill Pay Sweepstakes* (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age and older as of April 1, 2008. Commercial Card eligibility is subject to employer policies regarding Sweepstakes participation. Void in Puerto Rico and where prohibited. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses, regardless of where they reside), and their respective household members, whether or not related, of Visa U.S.A. Inc., its successors and assigns, Visa International Service Association, its successors and assigns, their respective member financial institutions, and their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, prize suppliers, Strobe Promotions, Inc. and Arc Worldwide are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state, and local laws. U.S. law governs this Sweepstakes.
3. **SWEEPSTAKES TIMING:** The Sweepstakes begins on April 1, 2008 and ends on June 30, 2008 (the "Sweepstakes Period").
4. **TO ENTER:** There are two (2) ways to enter the Sweepstakes: 1) Automatic Entry; and 2) U. S. Mail. To enter via Automatic Entry: An eligible Visa cardholder automatically receives one [1] Sweepstakes entry when he/she makes a payment of a regular and ongoing bill with his/her Visa card by its required due date during the Sweepstakes Period. Eligible regular and ongoing bill payments are recurring payments that occur and are paid at least monthly, and can include recurring bills such as phone bills, cable bills, subscriptions to newspapers and magazines, utility bills, internet service provider bills, etc. made to participating merchants. Such payments may be made on-line, via U.S. mail, by telephone or in-person. Certain restrictions may apply. For more information or a list of some of the participating merchants, please visit visa.com/billpay, and be sure to contact your merchant to verify that they accept Visa for eligible bill payment. Purchases of goods and/or payments for other services not described above and/or made to a merchant not accepting Visa for eligible bill payments, do not qualify for entry. Only transactions designated by Visa as an eligible regular and ongoing bill payment made by its required due date with a Visa card that is not in default under the customer agreement for that account and issued in the U.S. and processed through Visa U.S.A. Inc.'s transaction-processing system during the Sweepstakes Period, are eligible for automatic entry. Any dispute as to whether a transaction qualifies as eligible for automatic entry will be decided by Sponsor, in its sole discretion. Cash advances, balance transfers, non-U.S.-dollar purchases, Interlink-processed transactions and purchases authorized by entering a PIN (Personal Identification Number), Visa health and benefit cards, are excluded from automatic entry. In the event of a dispute as to who submitted a particular cardholder entry, such entry will be deemed to be submitted by the primary person in whose name the card used to enter the Sweepstakes was issued. Visa cards or card numbers that are stolen, fraudulent, tampered with, or otherwise altered are not eligible for automatic entry and all such entries are void. To enter without purchase or obligation: You may enter the Sweepstakes without purchase via U. S. Mail by hand-printing your name, address, city, state, ZIP code, date of birth, and daytime and evening telephone numbers

(including area code) on a 3" X 5" card, and mailing, in a #10 envelope with postage affixed, to: 2008 Visa Bill Pay Sweepstakes, P. O. Box 1144, Bethpage, NY 11714-1144. Mail-in entries must be postmarked by June 30, 2008 and received by July 7, 2008 in order to be eligible. Enter as often as you wish; however, each mail-in entry must be mailed in a separate, postmarked stamped envelope. Entries that are mechanically reproduced, copied, illegible, incomplete or inaccurate are void. All entries become the property of the Sponsor and will not be acknowledged or returned.

5. **DETERMINATION OF WINNER:** Potential winner will be selected in a random drawing on or about July 15, 2008 from among all eligible automatic and mail-in entries received combined. The random drawing will be conducted by Strobe Promotions, Inc., an independent judging organization. Judges decisions are final and binding on all matters relating to this Sweepstakes. Potential winner will be notified by overnight or U.S. mail and/or telephone on or about July 30, 2008. Potential winner will be required to sign an affidavit of eligibility/liability release and where legal, a publicity release, and Federal and State tax release, and return these documents, properly executed, via overnight mail, within 7 days of date of issuance of notification. Non-compliance within this time frame, with these Official Rules, if Sponsor is unable to contact potential winner within a reasonable time period or prize or prize notification being returned as undeliverable, will result in such potential winner being disqualified and, at Sponsor's discretion, the prize may be awarded to a potential alternate winner. Allow 6-8 weeks for delivery of prize.

ODDS: Estimated odds of winning the Grand Prize are 1:439,141,602; however, the actual odds of winning the prize depends upon the total number of eligible entries received.

6. **PRIZE DESCRIPTION:** One (1) Grand Prize: \$25,000 to be awarded in the form of a check Approximate Retail Value ("ARV") of the Grand Prize: \$25,000. All federal, state, and local taxes are the sole responsibility of the winner. Prize may not be transferred or substituted, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize with one of comparable or greater value, at its sole discretion. If winner is deemed a minor in his/her state or place of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein. All prize details are at Sponsor's sole discretion.
7. **CONDITIONS OF PARTICIPATION:** By entering, entrants agree to be bound by these Official Rules including all eligibility requirements. By accepting prize, the winner consents to the use of his/her name, image, likeness, photograph, voice, and biographical material for advertising, publicity and promotional purposes by Sponsor, or a party designated by the Sponsor, in any and all media now or hereafter devised, including but not limited to, any online announcements, worldwide in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Entrants release and hold harmless Visa U.S.A. Inc., its successors and assigns, Visa International Service Association, its successors and assigns, their respective member financial institutions, and their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, prize suppliers, Strobe Promotions, Inc. and Arc Worldwide, and all of their respective employees, officers, directors and shareholders (collectively, "Releasees"), from any claims, actions, injury, loss or damage of any kind, including but not limited to, personal injury or death, resulting from participating in this Sweepstakes or from the acceptance, possession, or use or misuse of the prize awarded. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income or profit; loss of damage to property; and claims of third parties. Participants agree that Sponsor has not made nor is in any manner responsible or liable for any

warranty, representation or guarantee, statutory, express or implied (including but not limited to, the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Sweepstakes.

8. **GENERAL:** Sponsor will collect information from the entrant solely for the purpose of the prize drawing and to notify winners. Sponsor will not share this information with any third parties, except as necessary for the administration of the Sweepstakes, and will not attempt to contact entrant, unless entrant has agreed to receive further information on Sponsor's products and promotions. Releasees are not responsible for lost, late, illegible, misdirected, inaccurate, incomplete, delayed, garbled, postage due or stolen mail, entries or transactions, or for transactions that are lost, misdirected, or fail to enter into the processing system; or are processed, reported or transmitted late or incorrectly; or for any other errors or problems of any kind, whether typographical, printing, mechanical, human, electronic or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, any error or problem which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Releasees are not responsible for technical, hardware or software malfunctions, lost or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions; or fraud, incomplete, garbled, or delayed computer transmissions or inaccurate transcription of entry information, whether caused by the Sponsor, users or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any technical or human error which may occur in the processing of submissions which may limit a participant's ability to participate in the promotion. Releasees are also not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any equipment or programming associated with or utilized in this Sweepstakes. Entry materials that have been tampered with or altered are void and all such entrants will be disqualified. Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes at any time without notice, if in the judges' opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or integrity and proper play of the Sweepstakes. In such event, Sponsor may void any entries it suspects are at issue and, at its discretion, if terminated, award prize in a random drawing from among all non-suspect, eligible entries received up to the date of cancellation. **Caution: Any attempt by an entrant or any other individual to undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law, including criminal prosecution.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify entrants who violate the rules or interfere with this Sweepstakes in any manner and void all associated entries.
9. **DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

10. **WINNER'S NAME:** To obtain the name of the winner, available after August 15, 2008, mail a self-addressed stamped envelope by August 15, 2008 to: 2008 Visa Bill Pay Sweepstakes Winner, P.O. Box 913, Bethpage, NY 11714-0913.
11. **SPONSOR & ADMINISTRATOR:** The Sponsor of this Sweepstakes is Visa U. S. A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999. The administrator of this Sweepstakes is Strobe Promotions, Inc., 535 S. Broadway, Suite 203, Hicksville, NY 11801.

CONSUMER DISCLOSURE: NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. No entrant has yet won. One (1) Grand Prize: \$25,000 to be awarded in the form of a check; Approximate Retail Value: \$25,000. Estimated odds of winning the Grand Prize are 1:439,141,602; however, actual odds depend upon the total number of eligible entries received. Automatic entries must be made by June 30, 2008. Mail-in entries must be postmarked by June 30, 2008 and received by July 7, 2008. Sweepstakes ends June 30, 2008. See Official Rules above for complete details, including prize restrictions. Sponsored by Visa U.S.A. Inc., P.O. Box 8999, San Francisco, CA 94128-8999.