

SLEEPBETTER.ORG “SPOT THE DIFFERENCES CHALLENGE” SWEEPSTAKES COMPLETE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MAKING WALL POSTS ON THE SLEEPBETTER FACEBOOK FAN PAGE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED. SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT A RESIDENT OF ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AND AT LEAST 21 YEARS OF AGE.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to SleepBetter.org, a division of Carpenter Co. ("Sponsor"), and not to Facebook. The information you provide will only be used in accordance with Sponsor's privacy policy available at [Http://sleepbetter.org/home/copyright/](http://sleepbetter.org/home/copyright/)

PROMOTION PERIOD: The Sleepbetter.org “Spot the Differences Challenge” Sweepstakes (“Sweepstakes”) begins at 9:00:01 AM Eastern Time (ET) on November 13, 2012, and ends at 11:59:59 PM ET on December 23, 2012 (“Promotion Period”).

HOW TO ENTER: Log on to www.facebook.com/sleepbetter (the “Web site”) during the Promotion Period. If you don't have Facebook access, you can become a member without charge by simply following the Facebook member instructions and accepting the terms and conditions of use. Participants will be asked to follow the on-screen instructions to enter. To register for the Sweepstakes, access the “Spot the Differences Challenge” app by clicking on the “Spot the Differences Challenge” app thumbnail on the SleepBetter.org Facebook page. Follow the onscreen instructions, view the side by side “Spot the Differences” music videos and take the “Spot the Differences Challenge”. The content of the “Spot the Differences” Music Videos appears to be identical except for a specific number of subtle differences, which the participant will need to identify. To enter, fill out the entry form by entering the number of differences you spot in the two (2) side by side music videos, your first name, your email address and your daytime phone number. Viewing the “Spot the Differences” music videos and completing the “Spot the Differences Challenge” entry form is a requirement of entry but no further actions, suggestions or recommendations mentioned on the site or in the video are required of the entrant to qualify to win. A participant may also enter by logging onto www.sleepbetter.org and by following the instructions as stated above to enter. Incomplete entries will not be considered. **Limit one (1) entry per person, or email address per the Promotion Period.** Once submitted, entry cannot be modified, deleted or cancelled. Entries become the property of Sponsor and will not be returned. Use of any robotic, automatic, programmed or similar entry method to submit any entry will void entry and result in disqualification. Any attempt to enter this Sweepstakes through nomination/entry buying, aggregators and/or any other method that in the sole opinion of the Sponsor, hinders the spirit of the Sweepstakes will result in that entry being voided and that IP address becoming ineligible. In the sole opinion of the sponsor, if any entrant is found to have revealed their guess, or provides any hint, correct or misleading on any online posting, chat room or social media site or by any other means visible to the public, that entrant will be disqualified from participating and or winning any prize in this promotion.

Any entrant who uses fraudulent entry methods, enters through a sweepstakes-entry service or similar methods, or otherwise attempts to participate with multiple e-mail and/or addresses under multiple identities, or uses any device or artifice to enter multiple times will be disqualified and all entries by that entrant will be void. In case of dispute with respect to online entries, entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor assumes no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical error; or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information. Only eligible entries received by Sponsor in accordance with these Complete Official Rules will be eligible for the Sweepstakes.

WEEKLY PRIZE DRAWINGS/QUALIFICATION REQUIREMENTS: There will be a total of five (5) weekly random drawings during the "Promotion Period". To qualify to enter and win any of the weekly drawing(s) you have to complete the entry form in its entirety. You do not have to correctly guess the number of differences in the two (2) music videos. The drawing(s) will be conducted on a rolling, cumulative basis from all eligible entries received by the Entry Deadline schedule below. Any entry not selected as a winner will be eligible for any remaining drawing(s). The "Spot the Differences Challenge" Weekly Prize winner(s) will receive a mattress topper, pad and two pillows one of Sleep Better's most popular product lines – their choice of either Isocool™, Beyond Down™ or IsoLoft™. Average Retail Value (ARV) is \$180.

GRAND PRIZE DRAWING/QUALIFICATION REQUIREMENTS: There will be a total of one (1) random Grand Prize Drawing at the end of the promotion period from all eligible entries submitted and received. To qualify to win, you must correctly guess the differences between the two (2) music videos. Only those completed entries that have the correct answer will be eligible. The "Spot the Differences Challenge" Grand Prize winner will receive a \$4000 cash prize. The Grand Prize ARV is \$4000.

Drawing Schedule, Time Restrictions and Number of Winners per drawing: Entries must be submitted on or before 11:59:59 PM ET on the day before the scheduled date of each random drawing, as noted below, ("Entry Deadline") in order for the entry to be included in that week's random drawing and all remaining scheduled random drawing(s). Sponsor's computer is the official time keeping device for this Sweepstakes.

Drawing Date Number of Winners/Entry Deadline

11/19/12 One (1) "Spot the Differences Challenge" Weekly Prize of a Sleepbetter Pillow winner will be randomly selected from all eligible entries submitted by 11/18/12 at 11:59:59 PM ET.

11/26/12 One (1) "Spot the Differences Challenge" Weekly Prize of a Sleepbetter Pillow winner will be randomly selected from all eligible entries submitted by 11/25/12 at 11:59:59 PM ET.

12/03/12 One (1) "Spot the Differences Challenge" Weekly Prize of a Sleepbetter Pillow winner will be randomly selected from all eligible entries submitted by 12/02/12 at 11:59:59 PM ET.

12/10/12 One (1) "Spot the Differences Challenge" Weekly Prize of a Sleepbetter Pillow winner will be randomly selected from all eligible entries submitted by 12/09/12 at 11:59:59 PM ET.

12/17/12 One (1) "Spot the Differences Challenge" Weekly Prize of a Sleepbetter Pillow winner will be randomly selected from all eligible entries submitted by 12/16/12 at 11:59:59 PM ET

12/24/12 One (1) "Spot the Differences Challenge" Grand Prize of \$4,000 will be randomly selected from all remaining eligible entries submitted by 12/23/12 at 11:59:59 PM ET.

There will only be one drawing prize (Weekly or Grand Prize) awarded per person, household and or email address. Odds of winning a "Spot the Differences Challenge" Weekly or Grand Prize drawing depend on the total number of eligible entries submitted by the Entry Deadline preceding each random drawing. Non-winning weekly entries will be carried over into, and will be eligible for, subsequent drawings.

"SPOT THE DIFFERENCES CHALLENGE" SWEEPSTAKES WINNER ANNOUNCEMENTS:

Beginning on November 23, 2012, and continuing every Friday thereafter through December 21, 2012, one (1) of the five (5) "Spot the Differences Challenge" Weekly Prize winners will be announced on www.facebook.com/sleepbetter.org. On December 28, 2012, the \$4,000 Grand Prize Winner will be announced on www.facebook.com/sleepbetter.org.

All entries become the property of Sponsor and will not be returned. All entrants, regardless of entry method must have a valid e-mail address to enter. Entries that contain only a Facebook username or Facebook account information are prohibited. Each person may only use one (1) e-mail address to participate in this Sweepstakes, and such e-mail address may only be used by one person regardless of whether the e-mail address is shared by two or more people. Any person who uses more than one (1) e-mail address to enter this Sweepstakes may be disqualified and any prizes won may be forfeited, subject to Sponsor's sole discretion. In case of dispute as to the identity of a potential winner who enters, the entry will be declared made by the registered user (meeting eligibility criteria) of the e-mail account and, if a prize is won, it will be awarded to that registered user. Any Sweepstakes entry will be automatically void if it is determined to be a mass entry or mechanically reproduced, altered or tampered with in any way.

ADDITIONAL TERMS: Participants of this sweepstakes release and hold harmless Carpenter Co., Sleepbetter.org, Facebook and their respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agents, from any and all liability or any injuries, loss, or damage of any kind arising from or in connection with this Sweepstakes or any prize won, including any injuries, loss, or damage of any kind arising from or in connection with participation in the Sweepstakes. Entry constitutes acceptance of the Complete Official Rules. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or

other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation and, if so, Sponsor reserves the right, but not the obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event. All entries become the property of Sponsor and will not be returned. All online entrants must have a valid e-mail address and phone number to enter. Entries that contain only a Facebook username or Facebook account information are prohibited.

IMPORTANT: THE WINNER WILL BE NOTIFIED BY EMAIL OR PHONE. THE WINNER WILL RECEIVE AN ELECTRONIC AFFIDAVIT OF ELIGIBILITY, LIABILITY RELEASE, AND, WHERE PERMITTED BY LAW, PUBLICITY RELEASE (COLLECTIVELY, "AFFIDAVIT") AND A W9 FORM WHICH MUST BE COMPLETED IN FULL AND SIGNED TO ESTABLISH ELIGIBILITY AND TO RECEIVE THE PRIZE.

THE WINNER MUST REPLY TO THE WINNER NOTIFICATION AND RETURN THE COMPLETED AND SIGNED AFFIDAVIT AND W9 FORM WITHIN FORTY-EIGHT (48) HOURS OF RECEIPT OF THE NOTIFICATION OR THE PRIZE WILL BE FORFEITED AND AN ALTERNATE WINNER WILL BE RANDOMLY SELECTED FROM AMONG THE REMAINING ENTRIES IN THE APPLICABLE DRAWING POOL.

GENERAL PRIZE CONDITIONS: All prizes are nonrefundable and nontransferable, except at the sole discretion of Sponsor or as otherwise stated in these Complete Official Rules. If Sponsor is unable to provide prizes listed above, Sponsor reserves the right to substitute the grand prize with prize of equal or greater value for any reason. By participating in this Sweepstakes and accepting a prize, winner agrees (and agrees to confirm this grant in writing, if requested) to allow use of his or her name, voice, likeness, biographical information and/or photo for advertising and/or publicity purposes in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice, unless prohibited. Federal, state and local taxes, if any, are the sole responsibility of winner. The winner any prize with a retail value of \$600 or more will receive a Form 1099 from the Sponsor for the retail value of the Prize (stated above) that he/she won, in the calendar year in which prize is awarded. Any differences between stated approximate retail value and actual value of a prize will not be awarded.

ELIGIBILITY: This Sweepstakes is intended for viewing in the 50 United States only. Do not enter if you are not located in the 50 United States. Sweepstakes is open to legal residents of the 50 United States and District of Columbia, 21 years and older. Employees and the families of Carpenter Co. and each of their affiliates, subsidiaries and agencies are not eligible to enter or win. By participating in this Sweepstakes, you understand and agree that: (a) Carpenter Co., Facebook and their affiliated companies, representatives, agents and employees ("Released Parties") are not responsible for, and you release, hold harmless and indemnify such Released Parties for, any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession or loss of the prize, including any travel related thereto, or your participation in the Sweepstakes; (b) under no circumstances will participants be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, excluding attorney fees and court costs. Void where restricted or prohibited.

OTHER CONDITIONS: Sponsor is not responsible for entry submissions or other documentation that are lost or received after the deadline, incomplete information, incomplete transmission defaults or faulty network connections, telephone, computer server/system/software failure of any kind, and/or delayed, garbled, or corrupted data. Sponsor is not responsible for errors or problems whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by a technical or human error that may occur in the processing of the entries, selection of winners, notification of winners (including, but not limited to, prize notifications that were sent in error) or awarding of prizes in this Sweepstakes. Any attempts by an individual to access the Sweepstakes or Web site via a bot script or other brute-force attack will result in that IP address becoming ineligible. Any attempt to enter this Sweepstakes through nomination/entry buying, aggregators and/or any other method that, in the sole opinion of the Sponsor, hinders the spirit of the Sweepstakes will result in that IP address becoming ineligible. By entering the Sweepstakes, entrant accepts and agrees to these Complete Official Rules and the decisions of the Sponsor, which shall be final. If for any reason this Sweepstakes is not capable of running as planned; or if this Sweepstakes becomes corrupted or does not allow the proper operation of the Sweepstakes in accordance with these Complete Official Rules for any reason; or if tampering, unauthorized intervention, actions by entrants, fraud, technical failures, human errors, or any other causes, in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend the Sweepstakes, or any portion thereof, without obligation or reject prize claims associated with such error. In the event Sponsor cancels, modifies or terminates the Sweepstakes as a result of fraud, corruption or technical difficulties that prevent the proper administration of the Sweepstakes, then Sponsor will select Sweepstakes winners from all eligible, non-suspect entries received prior to such action. Sponsor's failure to enforce any term of these Complete Official Rules shall not constitute a waiver of that provision. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Participants agree to these Complete Official Rules, which are final and binding in all respects. Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Complete Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Richmond, Virginia. Please see the privacy policy at <http://sleepbetter.org/home/copyright/> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. All information provided through this contest – both during entry and pledge portions – will not be shared or provided to third party vendors, except to the extent that the information will be needed or used for prize fulfillment purposes.

WINNER LIST: The Winner List with the name of the Weekly and Grand Prize Winner(s) will be available after December 28, 2012 on www.facebook.com/sleepbetter or by mail by sending a request along with a self-addressed, stamped envelope in an outer mailing envelope with proper

postage affixed to: Spot The Differences Challenge Sweepstakes Winners List" c/o Hodges Partnership, 1805 East Broad Street, Richmond, VA 23223.

SPONSOR & ADMINISTRATOR: The Sponsor of this Sweepstakes is Carpenter Co. 5016 Monument Ave. Richmond, VA 23230. The Administrator of this Sweepstakes is Hodges Partnership, 1805 East Broad Street Richmond, VA 23223.