

## OFFICE DEPOT SURPRIZE PROGRAM OFFICIAL RULES

**NO PURCHASE, PAYMENT OR SALES PRESENTATION OF ANY KIND NECESSARY TO ENTER OR RECEIVE A COUPON. PURCHASE OR SALES PRESENTATION WILL NOT INCREASE YOUR CHANCES OF RECEIVING A COUPON.**

**THIS PROGRAM IS INTENDED FOR PARTICIPATION IN THE 50 UNITED STATES AND D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. NOT VALID IN PUERTO RICO. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN THE 50 UNITED STATES AND D.C. AT THE TIME OF PARTICIPATION.**

**1. ELIGIBILITY: THE OFFICE DEPOT SURPRIZE PROGRAM (“PROGRAM”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA. Not valid in Puerto Rico.** Employees, officers, directors and agents of Office Depot, Inc. (“Sponsor”), and its parent company, affiliates, subsidiaries, sales representatives, wholesalers, distributors, printers, and advertising and promotion agencies (collectively, “Promotion Parties”), and members of the immediate families (parent, child, sibling and spouse and their respective spouses, regardless of where they reside) and households of each, whether related or not related, are not eligible to participate. By participating, entrants agree to these Official Rules and the decisions of the Sponsor and/or its independent judging agency which are final and binding in all respects. Void where prohibited. Program is subject to all applicable federal, state, and local laws.

**2. PROGRAM PERIOD:** Program begins at 12:00:00 a.m. ET on March 1 and ends at 11:59:59 p.m. ET on March 31, 2014 (“Program Period”). Sponsor’s computer is the official time keeping device for this Program.

### **3. HOW TO RECEIVE A COUPON:**

**A)** During the Program Period, purchase \$10 or more (before taxes and after discounts) in qualifying products from participating Office Depot stores or at [www.officedepot.com](http://www.officedepot.com) and receive a coupon, while supplies last (each a “Coupon”). Purchases made in Office Depot convenience/clearance/closing stores do not qualify. There is a limit of 20 qualifying purchases that can be made to obtain a card.

**B)** Between February 27 and February 28, 2014, Office Depot Rewards™ Members will be given an opportunity to make a purchase of \$10 or more (before taxes and after discounts) in qualifying products at [www.officedepot.com](http://www.officedepot.com) and receive a coupon. There is a limit of 20 qualifying purchases that can be made to obtain a card.

**C) To obtain a Coupon without making a purchase (Limit of 20),** send a 3” x 5” card with complete first and last name, address, city, state, zip to: Office Depot, Inc., 6600 N. Military Trail, Boca Raton, FL 33496, Attn: N313J. Requests must be postmarked by March 31, 2014 and received by April 8, 2014.

**4. REDEMPTION DETAILS:** Spend the amount set forth in the chart below (before taxes and after discounts) on qualifying products at a participating Office Depot

store or at [www.officedepot.com](http://www.officedepot.com) to receive the discount indicated on your coupon:

Discount Indicated On Your Coupon	Must Spend This Amount
\$10	\$20 or more
\$20	\$30 or more
\$50	\$50 or more
\$100	\$100 or more
\$500	\$500 or more

You will be able to find out if you received a discount of \$10, \$20, \$50, \$100 or \$500 beginning 4/1/14 by visiting [www.officedepot.com/surprise](http://www.officedepot.com/surprise) or by visiting the customer service desk at a participating Office Depot store.

Minimum purchase threshold must be met after the application of any other qualifying discount and excludes all taxes due on the purchase.

Coupons are valid at participating Office Depot stores or at [officedepot.com](http://officedepot.com) between 4/1/14 and 4/30/14. Coupons are not valid at Office Depot convenience/clearance/closing stores and cannot be combined with Store Purchasing or Procurement Cards. **Coupons are not valid for purchases:** 1) of gift cards; 2) of performance protection plans; 3) of postage or mailing/shipping services 4) of Tech Depot Services or third party services; 5) premiums/free gifts with purchase; or 6) made by Office Depot employees. Coupon is good for one-time use only, is not transferable, is not for resale or auction and cannot be combined with other offers or promotions. We reserve the right to limit quantities sold to each customer. No cash back. Void where prohibited. **Limit one (1) Coupon per household or business/qualifying purchase.**

Mechanical reproductions of Coupons or Coupon requests will not be accepted. Coupons received through unauthorized or illegitimate channels or that are forged, tampered with, or otherwise altered may be void, at Sponsor's sole discretion.

**5. COUPONS/ODDS: The following coupons are available to be won:** **1)** Six hundred twenty-seven (627) \$500 Office Depot coupons -- Odds 1:10,005. **2)** Two thousand five hundred nine (2,509) \$100 Office Depot coupons -- Odds 1:2,500. **3)** Three thousand seven hundred sixty-four (3,764) \$50 Office Depot coupons -- Odds 1:1,667. **4)** Two hundred fifty thousand nine hundred twenty-four (250,924) \$20 Office Depot coupons -- Odds 1:25. **5)** Six million fifteen thousand two hundred seventy-six (6,015,276) \$10 Office Depot coupons -- Odds 1:1.04. Coupons are subject to the terms and conditions listed thereon.

No substitution, cash redemption or transfer of Coupon permitted. However, Sponsor reserves right to substitute Coupon with a coupon of equal or greater value if advertised Coupon becomes unavailable. **UNCLAIMED COUPONS WILL NOT BE AWARDED.**

**6. GENERAL CONDITIONS:** Participants (and, if eligible minors, their parents or legal guardians) agree (a) that Sponsor and Promotion Parties are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, including death, losses or damages of any kind to person(s) or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Coupon or participation in this Program or any Program-related activities. All federal, state and local taxes, if any, on Coupons and any other costs and expenses associated with use of the Coupon are solely participant's responsibility. Any personal information provided is subject to the Privacy Policy stated on [www.officedepot.com](http://www.officedepot.com).

**7. DISCLAIMER:** Coupons are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way, or if Coupons contain or are the result of printing, seeding, typographical, mechanical or other errors, or do not contain proper security devices. Sole liability for a regular official Coupon is limited to replacement with a free randomly selected official Coupon, while supplies last. Coupons may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded or obtained through any source other than through the method described in these Official Rules. In the event that production, seeding, printing or any other reasons cause more than stated number of Coupons, set forth in these Official Rules, to be available and/or claimed, Sponsor reserves right to award only the stated number of Coupons.

**8. LIABILITY LIMITATIONS:** Sponsor and Promotion Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered transactions or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of a transaction or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Program or otherwise attempt to undermine the legitimate operation of the Program by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like methods of transaction will void all such transactions by such methods, and disqualify any entrant using such methods. Sponsor and Promotion Parties are not responsible for injury or damage to participant's or to any other person's computer related to or resulting from participating in this Program or downloading materials from or use of the Website. Should any portion of the Program be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole

opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of a transaction, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Program, and randomly select the participants from transactions received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Sponsor and Promotion Parties are not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website. In case of dispute, the authorized account subscriber of the e-mail account used to enter the Program at the actual time of playing will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization which is responsible for assigning e-mail addresses.

**IN NO EVENT WILL SPONSOR AND PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

**9. DISPUTE RESOLUTION:** Each party commits that in the event a dispute should arise under this Agreement or relating in any manner hereto, the parties agree to attempt to mediate their dispute prior to the commencement of formal litigation (i.e., the filing of a lawsuit or other legal proceeding), using a third party mediator. Any mediation shall take place in Palm Beach County, Florida, unless otherwise agreed to by the parties. The costs of such mediation shall be equally divided between the parties. Such mediation shall be conducted by each party designating a duly authorized officer or other representative to represent the party, with authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. If such mediation is unsuccessful, then either party shall have the right to initiate litigation in accordance with the Agreement. All mediation proceedings shall be confidential, and no information exchanged in such mediation shall be discoverable or admissible in any litigation involving the parties. In the event a party seeks equitable relief (such as injunctive relief or specific performance), or in the event of an approaching deadline prescribed by an applicable

statute of limitation, then there shall be no requirement that such party utilize the mediation process referred to herein.

**10. CHOICE OF LAW AND FORUM:** This Agreement shall be construed and governed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. In the event the parties are unable to mediate their dispute to a satisfactory resolution, the parties agree that the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties arising out of or related to this Agreement, unless federal jurisdiction is available, in which case the Southern District of Florida, West Palm Beach Division, shall have exclusive jurisdiction to determine any claims or disputes arising out of or related to this Agreement. The parties expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and each party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. IN THE EVENT OF LITIGATION PROCEEDINGS AND TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY KNOWINGLY AND WILLINGLY WAIVE AND SURRENDER SUCH PARTY'S RIGHT TO TRIAL BY JURY AND AGREE THAT SUCH LITIGATION SHALL BE TRIED TO A JUDGE SITTING ALONE AS THE TRIER OF BOTH FACT AND LAW, IN A BENCH TRIAL, WITHOUT A JURY.

**11. SPONSOR:** Office Depot, Inc., 6600 N. Military Trail, Boca Raton, FL 33496.