

# **Pushing the Envelope: Publishers Clearing House in the New Era of Direct Marketing**



## **United States Senate Special Committee on Aging**

Senator Bill Nelson (D-FL), Chairman  
Senator Susan M. Collins (R-ME), Ranking Member

## **Table of Contents**

<b>Executive Summary .....</b>	<b>i</b>
<b>I. Background .....</b>	<b>1</b>
<b>II. The Aging Committee’s Review .....</b>	<b>3</b>
<b>III. Summary of Findings .....</b>	<b>4</b>
<b>IV. Settlement Prohibitions and Recent PCH Communications .....</b>	<b>6</b>
A. Chances of Winning a Prize .....	6
B. Individualized Attention.....	8
C. Relationship between the Sweepstakes and Placing an Order .....	10
D. Losing Previous Sweepstakes Entries .....	13
E. Representations of Luck.....	14
F. Required Disclosures .....	15
<b>V. Conclusion .....</b>	<b>17</b>
<b>VI. Appendices .....</b>	<b>18</b>
A. Appendix 1: Expert Opinion of Anthony Pratkanis, PhD .....	19
B. Appendix 2: Letter from Aging Committee to PCH .....	26
C. Appendix 3: Letter One from PCH to Aging Committee .....	44
D. Appendix 4: Letter Two from PCH to Aging Committee .....	49
E. Appendices 5-7: Consent Agreements between PCH and State Attorneys General (2000, 2001, and 2010).....	53
F. Appendix 8: Deceptive Mail Prevention and Enforcement Act (S. 335) .....	170
<b>VII. Exhibits A-CC: PCH Communications .....</b>	<b>186</b>



## **EXECUTIVE SUMMARY**

In the summer of 2013, the Aging Committee initiated an investigation into the recent business practices of Publishers Clearing House (PCH), a direct marketing company famous for surprising its sweepstakes players with large cash giveaways. Over the past two decades, PCH has often drawn the attention of Congress and state law enforcement. In 1999, PCH was one of four companies whose sweepstakes practices were examined by the U.S. Senate Permanent Subcommittee on Investigations (PSI), then chaired by Senator Susan Collins. PCH entered into consent agreements with state Attorneys General in 1994, 2000, 2001, and 2010. Several recent accounts suggested PCH was continuing to employ messaging that was misleading consumers, often the elderly, into believing they were close to winning a PCH prize and could increase their odds of winning by purchasing items from PCH.

The Committee's review focused on recent paper and electronic mailings distributed by PCH and sought to answer the question of whether the company was continuing to send misleading messages to consumers. The Committee reviewed hundreds of PCH communications, the vast majority of which were electronic, and with the assistance of an expert in marketing and persuasion, who also reviewed dozens of PCH communications, documented the messages contained therein. The Committee largely focused on the practices highlighted and found most troubling by PSI in 1999, as well as by state Attorneys General, who crafted corresponding protections in their consent agreements with PCH.

In the late 1990s, the sweepstakes industry marketed to its customers primarily through the mail, sending, in aggregate, over 1 billion mailings each year. For this reason, the legislation authored by Senator Collins and passed by Congress in response to the PSI investigation—the “Deceptive Mail Prevention and Enforcement Act” (P.L.106-168)—focused on communications sent through the mail. Since that time, however, the volume of communications delivered through the mail has declined, while online communications have increased dramatically, a transition that could not have been foreseen 15 years ago.

The Committee's review raised serious questions regarding PCH's current communications practices and their compliance with the Deceptive Mail Prevention and Enforcement Act and PCH's settlements with state Attorneys General. These include concerns about representations surrounding a consumer's odds of winning a prize and the relationship between the sweepstakes and placing orders from PCH. Recent communications also may push the limits of requirements in the consent agreements pertaining to disclosures as well as provisions addressing messages regarding luck, the loss of previous entries, and individualized attention from PCH. To the extent PCH is relaying these messages, the critical protections provided by the Deceptive Mail Prevention and Enforcement Act and consent agreements of state Attorneys General may be weakened, and the often unsuspecting customers of PCH—many elderly—may be paying the price. Given the shift to electronic communication that has occurred in the past 15 years, this

report concludes that it may be appropriate to consider legislation that would better protect consumers in the context of electronic sweepstakes communications.

## **I. BACKGROUND**

Headquartered in Port Washington, New York, Publishers Clearing House (PCH) is a privately-held direct marketing company that sells magazine subscriptions and merchandise, which it promotes by regularly holding large cash giveaways.<sup>1,2</sup> In recent years, PCH has developed a sizeable online presence, operating a collection of websites that includes a search engine, a news site, and several sites offering prize-based games. The well-known PCH sweepstakes, which the company promotes to drive traffic to its merchandise and magazine offerings, is often broadcast on television and involves the “PCH Prize Patrol” showing up at the door of an unsuspecting winner with balloons, flowers, and a big check. Earlier this year, PCH advertised what it called “the largest prize PCH has ever offered”: \$1 million a year for life and an additional \$1 million a year for life awarded to a designee of the winner’s choosing. The odds of winning this prize were 1 in 1.3 billion.<sup>3</sup> According to PCH’s website, the company recently saw revenues of \$750 million.<sup>4</sup>

In 1992, after receiving hundreds of consumer complaints over a two-year period, the New York Attorney General announced that he was investigating claims that PCH used illegal and deceptive practices in the promotion of its sweepstakes.<sup>5</sup> In 1994, PCH agreed to pay \$490,000 to 14 states after the investigation led to allegations that PCH mailings were misleading people into believing they were finalists in a sweepstakes and could increase their odds of winning by buying magazines promoted by PCH.<sup>6</sup> PCH admitted no wrongdoing but agreed to more clearly define terms such as “finalist,” “tied,” and “tie breaker,” display an entrant’s odds of winning, and emphasize a “no purchase necessary” message.<sup>7</sup>

In 1999, the Permanent Subcommittee on Investigations (PSI) of the U.S. Senate Committee on Governmental Affairs, then chaired by Senator Susan Collins, held hearings to examine deceptive sweepstakes mailings and promotions. One witness broke down in tears at the hearing as he recounted how he had bought \$15,000 worth of products in his efforts to win various

---

<sup>1</sup> See Appendix 1 of this report for an explanation of PCH’s year-round reliance on sweepstakes.

<sup>2</sup> Publishers Clearing House Website, “Publishers Clearing House Overview” (online at <http://info.pch.com/about-publishers-clearing-house/publishers-clearing-house-overview>).

<sup>3</sup> Publishers Clearing House, Official Rules (online at <http://rules.pch.com/viewrulesfacts?mailid=2014JanTVPC1CTLREG#facts>) (accessed Jan. 23, 2014).

<sup>4</sup> Publishers Clearing House, Publishers Clearing House History (data as of 2012) (online at <http://info.pch.com/about-publishers-clearing-house/publishers-clearing-house-history>).

<sup>5</sup> *State Investigates Sweepstakes; Clearing House Denies Contests are 'Deceptive,'* Newsday (Jan. 29, 1993).

<sup>6</sup> *There’s a Sucker Lured Every Minute by ‘Prize Giveaways,’* Hartford Courant (Sept. 3, 1994).

<sup>7</sup> *Publishers Clearing House Reaches Deal With 14 States,* The Associated Press (Aug. 25, 1994).

sweepstakes, including PCH sweepstakes.<sup>8</sup> The hearings revealed the sophisticated—and often very deceptive—nature of PCH’s direct marketing campaign, which used highly personalized communications to lead many consumers to believe they were just a few purchases away from winning a big prize. The hearings also explored the particularly devastating impact of these practices on the elderly. A representative of AARP testified at the hearing that 40 percent of older Americans who receive sweepstakes solicitations respond to them, and 40 percent of those who respond believe making a purchase will or may increase their chances of winning.

In conjunction with the hearings, Senator Collins introduced S. 335, The Deceptive Mail Prevention and Enforcement Act, which was signed into law later that year. While not superseding existing state laws, the law strengthened prohibitions against mailings that mimic government documents and created new standards for disclosure by requiring that mailings include the odds of winning a prize, the rules of the contest, and a statement that no purchase is necessary. The law also created civil penalties that range from \$50,000 to \$1 million, depending on the volume of the mailing, and twice that amount where the mailing violates a previous order against deceptive mailings. The law also gave the U.S. Postal Inspection Service new tools to combat deceptive mailings sent through the U.S. Postal Service.<sup>9</sup>

At the time of the Senate hearings, many state Attorneys General were also investigating PCH. In 2000, PCH settled with 23 states and the District of Columbia over additional allegations that the company was misleading consumers into believing that they were close to winning a prize and that ordering magazines and other merchandise would increase their odds of winning.<sup>10</sup> PCH admitted no wrongdoing but agreed to pay over \$18 million, including \$15.9 million in restitution to customers. In 2001, 26 states settled with PCH over essentially the same allegations, with PCH apologizing for the injury it caused to consumers and agreeing to pay another \$34 million, including \$1 million in civil penalties.<sup>11</sup> Years later, several states took yet another look at PCH communications and did not see an appreciable change in the company’s mailings in response to the settlements. This led to allegations that the company was violating

---

<sup>8</sup> U.S. Senate Committee on Governmental Affairs, Permanent Subcommittee on Investigations, Hearing on *Deceptive Mailings and Sweepstakes Promotions*, 106<sup>th</sup> Cong. (March 8 and 9, 1999) (S. Hrg. 106–71).

<sup>9</sup> Pub.L. 106-168, codified at 39 U.S.C. 30.

<sup>10</sup> New York Attorney General, Press Release, *Spitzer Announces Landmark Settlement with Publishers Clearing House* (Aug. 22, 2000) (online at <http://www.ag.ny.gov/press-release/spitzer-announces-landmark-settlement-publishers-clearing-house>).

<sup>11</sup> Connecticut Attorney General, Press Release, *CT Reaches Unprecedented \$34 Million Settlement with Publishers Clearing House* (June 26, 2001) (online at <http://www.ct.gov/ag/cwp/view.asp?A=1776&Q=283238>) (See also, Footnote 1 on pg. 36 of PCH’s 2001 Consent Agreement with state Attorneys General).

its earlier agreement, and PCH again settled—this time with 33 states and the District of Columbia for \$3.5 million.<sup>12</sup>

In recent years, PCH has continued its traditional paper-mail operation while increasing its contact with consumers through an expanded online presence. In a letter to the Committee, PCH confirmed that its “online program is now many times larger than offline in terms of outgoing solicitations.”<sup>13</sup> The PCH network of websites is accessed by 5.8 million unique visitors each month<sup>14</sup> and approximately 445 million individuals are “actively engaged” with “PCH Save&Win,” which is an online interface that provides PCH coupons for a variety of goods.<sup>15</sup> In addition to increasing the number of contacts with many consumers, using the Internet also allows PCH to increase the complexity of its interactions with its customers, who now must navigate a series of interactive webpages—some full of product advertisements—to enter a sweepstakes.

## **II. THE AGING COMMITTEE’S REVIEW**

In the last year, the Aging Committee received several reports of elderly consumers who were making frequent purchases from PCH with the belief that they were close to winning a PCH sweepstakes. One elderly Pennsylvania man called his son to ask him if he was interested in coming to visit later in the week because PCH would be awarding a prize, and it was looking like he was going to win. The man’s son later learned that in both 2012 and 2013 his father had spent over \$1,300 on small-dollar orders from PCH. In two separate months, he spent over \$325 of his \$1,780 per month fixed income on orders from PCH.

After hearing these stories—and given PCH’s history with state Attorneys General as well as the company’s leading role in the promotion of sweepstakes—the Committee undertook a review of hundreds of recent PCH communications, both mail and electronic.<sup>16</sup> PCH offers an important case study in whether the current legal framework and enforcement approach are effectively eradicating deceptive practices, especially those deemed most troubling by state law enforcement officials. PCH’s recent expansion into online direct marketing rooted in the promotion of

---

<sup>12</sup> Colorado Attorney General, Press Release, *Attorney General Announces Multistate \$3.5 Million Settlement with Publishers Clearing House to Settle Contempt Charges* (Sept. 9, 2010) (online at [http://www.coloradoattorneygeneral.gov/press/news/2010/09/09/attorney\\_general\\_announces\\_multistate\\_35\\_million\\_settlement\\_publishers\\_clearin](http://www.coloradoattorneygeneral.gov/press/news/2010/09/09/attorney_general_announces_multistate_35_million_settlement_publishers_clearin)).

<sup>13</sup> Appendix 4, Letter from Harold William Low, PCH Senior Vice President & General Counsel, to Joel Eskovitz, Aging Committee Majority Chief Counsel (March 31, 2014), pg. 4.

<sup>14</sup> PCH Digital, “About Us” (Feb. 2014) (online at <http://www.pchdigital.com/about-us/pch-digital/>).

<sup>15</sup> Specific Save & Win numbers taken from H. Low letter to J. Eskovitz (March 31, 2014), pg. 4.

<sup>16</sup> At least 80 percent of the PCH sweepstakes communications reviewed by Committee staff were e-mails or other forms of electronic communication.

sweepstakes also raises new questions concerning the effectiveness of the current framework and its application—or perhaps lack of application—to electronic sweepstakes communications. The Committee addressed its primary concerns in a letter to PCH, and PCH was entirely cooperative in responding to the Committee’s questions. PCH explained the various levels at which its mailings are reviewed and its cooperation with law enforcement, which includes regularly sharing information with federal and state law enforcement agencies. PCH’s response did not, however, alleviate the Committee’s underlying concerns.

### **III. SUMMARY OF FINDINGS**

The settlements reached between PCH and state Attorneys General were intended to fundamentally alter the way in which PCH conducted its business by eliminating two of its tactics: (1) relaying messages that led consumers to believe they were somehow closer than others to winning a prize and (2) making representations that a consumer’s history of orders from PCH might in some way be tied to the consumer’s odds of winning. Although the settlements focus on PCH’s paper mailings, they also apply to electronic communications.<sup>17</sup>

Despite many provisions in the settlements intended to wipe out these and other practices, the Committee’s review of hundreds of recent PCH solicitations, including traditional paper mailings and e-mail communications, found numerous examples of communications that appear to push the limits of the provisions of the settlements. In fact, the review raises questions concerning whether PCH is regularly sending some of the exact messages that were the focus of prior settlements. Committee staff’s conversations with consumers and review of consumer complaints against PCH confirm that at least a segment of PCH’s current audience still finds in PCH communications some of the exact messaging the settlements sought to eliminate.

This document highlights ways in which it appears PCH may be communicating in a manner prohibited by the Deceptive Mail Prevention and Enforcement Act and/or the agreements with state Attorneys General. While the Committee’s review raised serious questions regarding PCH’s compliance with a number of settlement provisions, the Committee specifically focused on the half-dozen issues that arose most frequently or involved the most basic principles of the Deceptive Mail Prevention and Enforcement Act and/or the settlements, which include:

- **Chances of Winning a Prize:** Recent PCH communications contain messages that may mislead reasonable consumers into believing they are close—or at least closer than other entrants—to winning a prize, despite provisions in the Deceptive

---

<sup>17</sup> See, e.g., Section 29 of the 2001 Consent Agreement with state Attorneys General (“This agreement shall apply as fully as practicable to communications via the Internet, including E-mail and Internet web pages”).

Mail Prevention and Enforcement Act and the settlements that clearly prohibit such messages.

- **Individualized Attention:** Recent PCH communications contain messages that may mislead reasonable consumers into believing they are receiving individualized attention from PCH, including attention from the PCH Prize Patrol, despite settlement provisions that clearly prohibit such messages.
- **Relationship between the Sweepstakes and Placing an Order:** Recent PCH communications contain messages that may mislead reasonable consumers into believing their history of ordering from PCH is tied to their chances of winning a prize, despite provisions in the Deceptive Mail Prevention and Enforcement Act and the settlements that clearly prohibit such messages.
- **Losing Previous Entries:** Recent PCH communications contain messages that may mislead reasonable consumers into believing their previous, valid entries are at risk of forfeiture if the consumers do not respond to additional PCH solicitations, despite settlement provisions that clearly prohibit such messages.
- **Representations of Luck:** Recent PCH communications employ scratch-off devices and other similar games that may mislead reasonable consumers into believing they were lucky to achieve a particular result, despite settlement provisions that clearly prohibit sending such messages.
- **Required Disclosures:** Recent PCH communications may omit or obscure disclosures that are required by the Deceptive Mail Prevention and Enforcement Act and the settlements.



#### IV. SETTLEMENT PROHIBITIONS AND RECENT PCH COMMUNICATIONS

##### A. Chances of Winning a Prize

**The Deceptive Mail Prevention and Enforcement Act:** “Any matter otherwise legally acceptable in the mails which is described in paragraph (3) is nonmailable matter [and] shall not be carried or delivered by mail [...]

(3) Matter described in this paragraph is any matter that [...]

(ii)(IX) contains a representation that contradicts, or is inconsistent with sweepstakes rules or any other disclosure required to be made” (Section 103)

**2001 Settlement Prohibitions:** “PCH shall not represent to a recipient that

- (i) He or she will win, is likely to win, is close to winning, or that his or her winning is imminent;
- (ii) He or she has been specially selected to receive a sweepstakes entry opportunity;
- (iii) He or she is among a select group with an enhanced chance of winning a prize, or is more likely to win than other entrants in that group; or
- (iv) The elimination of other persons has enhanced his or her chances of winning a prize (other than by reason of the failure of others to enter)” (Section 15, p. 8-9)

**2010 Settlement Prohibition:** PCH shall not use “any term that misrepresents that the Recipient has an enhanced status or position within a Sweepstakes superior to other timely entrants to describe any such status or position” (Section 4, p. 10)

**Recent PCH Communications:** Recent communications often state that an individual was “selected to receive” a particular notice, such as a “Final Step Notice,” and must take action to secure “an entry on the winner selection list.”<sup>18</sup> The statement that a consumer was “selected to receive” a communication appears inconsistent with the prohibition in subparagraph (ii) of the 2001 settlement. The reference to a “final step” and the use of the term “winner selection list” may send messages that appear contrary to subparagraph (iii).

Other communications reference a “*final* winner selection list” [emphasis added]. For example, one such communication—titled an “Official Notice of Imminent Winner Selection”—explains that, upon timely reply, a consumer’s forthcoming prize number “will be added to the final

---

<sup>18</sup> See, e.g., [Exhibit A](#)



winner selection list making it fully eligible to win our [...] Prize.”<sup>19</sup> Despite the use of this stronger language, which sometimes appears in PCH communications as the date on which the prize will be awarded draws near, there appears to be no substantive difference between the winner selection list and final winner selection list; both appear to refer to the same thing, which is simply the pool of timely entries, all equally eligible to win.

Similarly, another communication explains “**the name ‘[Redacted]’** could be the name which we end up filing as our big winner. **I say that because the Prize Number we’re about to issue solely to you** is fully valid and eligible to win \$7,000.00 A Week For Life.” The communication directs the recipient to review a “Declaration of Eligibility,” which is the statement a winner must review and sign upon receiving his prize to verify that neither he nor anyone in his immediate family is an employee of PCH.<sup>20</sup> Referencing a “fully valid and eligible” prize number, which may seem to distinguish this prize number from others, and essentially asking the consumer to confirm that he or she is eligible to accept a sweepstakes prize, may send messages that the recipient is somehow close to winning—or at least more likely to win than other entrants.

Numerous other PCH solicitations relay messages that may lead a recipient to believe he or she is close to winning, especially when their cumulative effect is considered. For example, a mailed letter reads: “I hope this letter finds you and your family well, because I have fantastic news! [...] Now, I’m writing to you today [Name Redacted] because, based on a recent series of events, you could become the winner of this life-changing prize.”<sup>21</sup> The letter is accompanied by an insert of “Stay Rich Tips for New Winners,” which the insert explains are provided by PCH to new winners; the tips tell recipients to “buy and spend smart” and “contact a reputable accountant or financial advisor.”<sup>22</sup>

The examples in the following section, *Individualized Attention*, also appear inconsistent with the settlement prohibitions outlined in this section.

---

<sup>19</sup> [Exhibit B](#)

<sup>20</sup> [Exhibit C](#)

<sup>21</sup> [Exhibit D](#)

<sup>22</sup> [Exhibit E](#)

## **B. Individualized Attention**

**2001 Settlement Prohibitions:** “PCH shall not misrepresent that the recipient is receiving individualized attention from PCH in connection with winning a prize” (Section 15, p. 9)

PCH shall not represent “that the Prize Patrol is coming to the Recipient’s house to award a Prize, or us[e] the Prize Patrol or any reference to the prize patrol to Misrepresent

- (a) that the Recipient is receiving individualized attention from PCH in connection with winning a prize,
- (b) that the Recipient’s winning is imminent,
- (c) that the Recipient is more likely to win than is in fact the case, or
- (d) that the Recipient is among a select group with an enhanced chance of winning a prize” (Section 15, p. 11)

**Recent PCH Communications:** Several solicitations incorporate detailed maps of the recipient’s neighborhood, along with, for example, a statement that the prize is “approved for delivery.” One of these solicitations also states that a set of information “has been confirmed in your file at PCH Headquarters” and will be used if the recipient is selected as the winner. The information includes the specific names of a local florist and local hotel, and the Prize Patrol status is identified as “On Standby for delivery.”<sup>23</sup> A similar communication also includes directions from the florist to the recipient’s home, along with a list of local media contacts.<sup>24</sup>

A video that appears in the midst of an online sweepstakes communication includes personalized messages from two PCH employees. The use of technology and clever editing allow the employees to seemingly address the recipient by name—as if the video was specifically recorded for that individual. The video includes a message from Danielle Lam, a member of the PCH Prize Patrol, which is the group that delivers prize money to sweepstakes winners. She says, “Hi [Name Redacted]. I have great news: our contest files show us that you want to win” and then explains that following the video the recipient may enter for another chance to win.<sup>25</sup> The use of technology to present what some may interpret as a highly personalized message and the reference to the recipient’s file at PCH headquarters, which the recipient is told somehow demonstrates a desire to win, may lead consumers to believe they are receiving individualized attention from PCH in connection with winning a prize. These examples also may raise concerns regarding representations related to the odds of winning a prize, which are discussed in the previous section, *Chances of Winning a Prize*.

---

<sup>23</sup> [Exhibit F](#)

<sup>24</sup> [Exhibit G](#)

<sup>25</sup> Video accessed through Publishers Clearing House solicitation 13496AUHD, Received Nov. 28, 2013 and accessed Nov. 30, 2013. Also viewed February 24, 2014.

**2001 Settlement Prohibitions:** PCH shall not represent “that the Recipient is the only person, or is one of only a few persons, to whom the communication has been delivered, when such is not the case, or [...] that the group of persons to whom the communication has been delivered is smaller than it actually is” (Section 15, p. 12)

**Recent PCH Communications:** As noted, PCH solicitations often explain that the recipient was “selected to receive” a communication, which some may perceive as a statement that the recipient is among a chosen group—or at least that many similarly situated subscribers did not receive the solicitation, even though it appears these are often mass mailings.<sup>26</sup>

A PCH solicitation explains that “Verified Prize Level Statistics” show that, by accepting the “adjustment” available in the solicitation, the recipient’s entry “would be among less than 1% eligible to win.”<sup>27</sup> This statement may be misleading, because some consumers may conclude that responding will leave them with substantially better odds of winning a prize as compared to other entrants due to PCH eliminating other entries. The rules governing PCH winner selection, however, include the fact that all timely received entries for a particular drawing are equally eligible to win.<sup>28,29</sup>

PCH explained to the Committee that the one percent referred to “entries in the giveaway eligible to win the elevated prize of \$6,750” and PCH based this statement on an understanding that the number of respondents to this particular solicitation “was statistically expected to be less than 1% of the total number of entries in the giveaway.”<sup>30</sup> The text of the communication, however, explains that “**less than 1%** of all entries for this giveaway – are authorized to go for this Elevated Level weekly payout [. . .] Recipients of this Notice, like you, are already authorized to go for this ELEVATED prize level payout.” This statement does not appear entirely consistent with PCH’s explanation, which stated that the one percent referred not to how many entrants were afforded an opportunity to enter—which the e-mail seems to indicate—but rather to how many of those entrants PCH expected to provide a timely response to that opportunity.

---

<sup>26</sup> [Exhibit A](#)

<sup>27</sup> [Exhibit H](#)

<sup>28</sup> PCH, *Winner Selection Methodologies* (online at <http://info.pch.com/consumer-information/winner-selection-lbr-gmethodologies>).

<sup>29</sup> This solicitation also appears inconsistent with Section 17 of the 2001 Consent Agreement, which states that “PCH shall not Represent that a Sweepstakes Prize will or may be awarded in a non-random manner or that any entry has, will have, or may have any advantage over other timely entries in a Sweepstakes.”

<sup>30</sup> Appendix 3, Letter from Harold William Low, PCH Senior Vice President & General Counsel, to Joel Eskovitz, Aging Committee Majority Chief Counsel (Feb. 7, 2014).

### **C. Relationship between the Sweepstakes and Placing an Order**

**The Deceptive Mail Prevention and Enforcement Act:** “Any matter otherwise legally acceptable in the mails which is described in paragraph (3) is nonmailable matter [and] shall not be carried or delivered by mail [...]

(3) Matter described in this paragraph is any matter that--[...]


(ii)(I) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that no purchase is necessary to enter such sweepstakes;

(II) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that a purchase will not improve an individual’s chance of winning with such entry; [...]

(VI) represents that individuals not purchasing products or services may be disqualified from receiving future sweepstakes mailings” (Section 103)

**2001 Settlement Prohibitions:** “PCH shall not Represent that a purchase is necessary to enter or win a Sweepstakes or that ordering improves the Recipient’s likelihood of winning. Without in any way limiting the scope of the foregoing, the following acts and practices are deemed to violate this provision:

- (a) Representing that an Order or a person’s Order history has resulted in, will result in, or may result in any special, different, or enhanced status in a Sweepstakes or with PCH relating to a Sweepstakes. [...]
- (c) Representing that a person’s ordering history enhances the likelihood of winning, such as through report cards, performance reviews, and winner profiles” (Section 20, p. 14-15)

**Recent PCH Communications:** The investigation by PSI in the late 1990s found that sweepstakes marketers used “deceptive language to entice consumers into making purchases of products that they neither need nor want.”<sup>31</sup> The state Attorneys General also identified this practice in their consent agreements. PCH solicitations often send what may be confusing—if not misleading—messages regarding the connection between the sweepstakes and placing an order. For example, when clicking through pages of products for sale to reach the page on which the consumer can confirm an entry into the sweepstakes, a box appears that states “ No Order

---

<sup>31</sup> U.S. Senate Committee on Governmental Affairs, *Report to Accompany S. 335* (S. Rept. 106-102) (July 1, 1999), pg. 7

on File!” The consumer is told that his or her customer status will be upgraded if he or she places an order.<sup>32</sup>

Other notices, also appearing in the midst of entering a sweepstakes and usually accompanied by lists of products for sale through PCH, read: “Order History Review: No Order Ever Placed”<sup>33</sup> and “WAIT! We See That You ARE NOT PLACING AN ORDER!”<sup>34</sup> Another pop-up shows an order status meter, indicating that a consumer will derive “special customer benefits” from placing an order and warning “others are certain to claim” these benefits.<sup>35</sup> Immediately below a list of winners from the recipient’s local area, a communication states “Order today, and we will Update Your Order Status” and “We Are Waiting to Hear From You!”<sup>36</sup> An envelope used for mailing in a sweepstakes entry includes a detachable notice on the envelope flap that must be removed before using the envelope, which reads “OOPS! Did you forget to place an order?”<sup>37</sup>

A communication already discussed above first asks consumers to review a form that prize winners must sign to confirm that neither they nor their relatives work for PCH and then informs the recipients that their “order activity will be reviewed weekly.” This notice appears immediately after the consumer reviews the eligibility document and before the consumer is directed through pages of product listings, which must be reviewed before confirming a sweepstakes entry.<sup>38</sup>

These warnings or notices regarding placing an order usually clarify, typically in smaller font, that the benefits gained by placing an order are simply the customer benefits that PCH affords to all its customers, such as the 100 percent satisfaction guarantee and “fast and convenient order processing.”<sup>39</sup> However, some reasonable consumers faced with various notices and warnings about their order histories—notice and warnings that typically appear in the midst of entering a sweepstakes—may assume these messages are connected to the consumers’ entry into the sweepstakes. In other words, they might assume that, as the settlement states, a purchase “may result in [a] special, different, or enhanced status in a sweepstakes.”

Another e-mail communication tells the recipient: “Place any order from this Notice and your Customer rewards will begin INSTANTLY.” These rewards include “Continued recognition as

---

<sup>32</sup> [Exhibit I](#)

<sup>33</sup> [Exhibit J](#)

<sup>34</sup> [Exhibit K](#)

<sup>35</sup> [Exhibit L](#)

<sup>36</sup> [Exhibit M](#)

<sup>37</sup> [Exhibit N](#)

<sup>38</sup> [Exhibit C](#)

<sup>39</sup> See, e.g., [Exhibit K](#) and [Exhibit M](#)

a top customer on file”—the meaning of which is not clear. The communication also contains a message about a customer-only sweepstakes, explaining that the recipient will “be in the running for a \$100,000.00 Customer Loyalty Prize from Gwy. No. 2224 provided [he or she] respond[s] by the 12/9 (11:59PM, ET) entry deadline.”<sup>40</sup> The side-by-side mentions of the need to make a purchase in order to secure recognition as a top customer and the availability of a sweepstakes to those who previously made purchases from PCH and who respond to the notice may lead recipients to believe these two messages are linked.

In a mail solicitation, the sweepstakes “entry-order document,” which is the focal point of any PCH mailing and the standard method by which a consumer enters a PCH sweepstakes through the mail, explains “to validate ALL EIGHT (8) Prize Numbers, you MUST RETURN this form by the 11/11/13 EARLY DEADLINE!”<sup>41</sup> Another insert in this mailing states: “Order today to avoid forfeiture of your bonus points!”<sup>42</sup> It is unclear from the communication what these bonus points entail, but they appear to only be available to those who place an order. Another document also references the availability of an upgraded prize. Importantly, the entry-order document also reads: “This form for orders only. If not ordering, see official rules for entry details.”

The reference on the entry-order document to the official rules appears intended to direct the customer to a separate insert, which mentions, in small font, the fact that the recipient can also enter over the phone.<sup>43</sup> Not only is this explanation not easy to find, but entering over the phone is far less engaging than using the entry-order form, which requires the consumer to affix “a prize number validation label” and offers the customer the chance to win an additional \$1,000 by playing PCH Poker, a game that appears on the back of the entry form. Furthermore, it is not clear whether entering over the phone will allow the customer to play the PCH Poker game or claim the full eight entries, the upgraded award, or the bonus points. Multiple messages contained in this single form may lead the recipient to believe that placing an order will further the recipient’s chances of winning.

---

<sup>40</sup> [Exhibit O](#)

<sup>41</sup> [Exhibit P](#)

<sup>42</sup> [Exhibit Q](#)

<sup>43</sup> [Exhibit R](#)

### **D. Losing Previous Sweepstakes Entries**

**2001 Settlement Prohibitions:** “PCH shall not Represent that the Recipient’s failure to respond to a communication will or may result in the forfeiture or other loss of any previous valid entry or loss of any Prize to which the Recipient is or may be entitled, or Misrepresent that failure to timely return an entry will or may result in a loss of opportunity to enter the same Sweepstakes by response to another mailing or by an alternative method of entry” (Section 21, p. 16)

**Recent PCH Communications:** PCH communications frequently warn the recipient that he or she is at risk of disqualification. For example, one e-mail communication, with the subject “Disqualification Warning,” explains “Final & Only Call [...] Your Lifetime Prize Number is in Danger of DISQUALIFICATION!”<sup>44</sup> A careful reading suggests that, perhaps counterintuitively, “disqualification” refers to the notion that if the recipient does not respond to this solicitation, he or she will not be permanently assigned the prize number available through this solicitation. In other words, it appears to be a convoluted way of stating that he or she will not be eligible to win if he or she does not enter.

Solicitations also often reference forfeiture. For example, one headline reads “Action Required to Avoid Forfeiture.”<sup>45</sup> After a careful reading, it seems the use of the word forfeiture again merely refers to the fact that, if the recipient does not enter, he or she forfeits any claim to whatever money he or she might have won from that missed entry. A common-sense understanding of words like “disqualification” and “forfeiture,” and the extent to which the meaning of these words as used by PCH is often hidden in the solicitation’s smaller text and filled with PCH’s technical terms, may lead reasonable consumers to conclude that they refer to previous entries.

Similarly, another solicitation states: “WARNING! You have a recent entry on file – thank you. But please note: failure to respond to this Notice will automatically activate this WAIVER.”<sup>46</sup> Again, the common-sense reading of this solicitation—the mention of a recent entry and the possibility of waiver in the same sentence—may lead reasonable consumers to believe a failure to respond could result in the forfeiture of previous valid entries.

Even before a consumer takes any affirmative action in connection with a particular sweepstakes entry opportunity, PCH sometimes “provisionally” places a “Prize Number” on the “Winner Selection List.” PCH then directs the recipient to validate this entry to retain its placement on

---

<sup>44</sup> [Exhibit S](#)

<sup>45</sup> [Exhibit T](#)

<sup>46</sup> [Exhibit U](#)



the list.<sup>47</sup> Some solicitations reference multiple prize numbers that are all at stake if the recipient does not respond; one solicitation, for example, says eight prize numbers must be validated.<sup>48</sup> Those who do not understand the unusual way in which PCH sometimes conducts its entry process may assume this provisional placement stems from the recipient's previous entry—and conclude that the previous entry's status is at stake. In fact, this may be the more logical reading of these messages.

### **E. Representations of Luck**

**2001 Settlement Prohibitions:** PCH shall not use “a scratch-off device that reveals information Representing that the Recipient was lucky to receive the scratch-off device, or that the information communicated by the device is determined by luck, when in fact all or substantially all recipients received scratch-off devices bearing the same or substantially the same information”

Similarly, PCH is prohibited from “Representing that the recipient is lucky or is on a lucky streak” (Section 15, p. 12)

**Recent PCH Communications:** PCH continues to use scratch-off tickets that may imply various outcomes are possible, even though it appears that, in at least some cases, a substantial majority of tickets reveal the most desirable outcomes. For example, the “PCH Money Tree Ticket” appears to always reveal the highest available prize of \$500.<sup>49</sup> In addition to the \$500 prize opportunity, the “Money Tree” tickets reviewed by Committee staff also displayed a \$100 prize value, which would seem to suggest that this is a possible outcome. According to the fine print in PCH's Sweepstakes Facts for this giveaway, however, the only available prize appears to be a \$500 prize. Additionally, the language on the scratch-off card explains that the card simply entitles the recipient to an “opportunity to win this [...] prize.” The language and presentation may not only lead some recipients to believe they were lucky to get the \$500 prize value, but may also lead them to believe they have won this prize—and not just an entry into a sweepstakes.

Another card, which explains that the recipient may win “up to \$500,” also may suggest multiple prizes are available, including prizes of \$100, \$200, \$300, \$400, and \$500.<sup>50</sup> The Sweepstakes

---

<sup>47</sup> [Exhibit D](#)

<sup>48</sup> [Exhibit V](#)

<sup>49</sup> [Exhibit W](#) (On the “Money Tree” card, the Giveaway #3887 appears. According to the Sweepstakes Facts for Giveaway #3887, this giveaway involves one prize of \$500.)

<sup>50</sup> [Exhibit X](#) (On the “Unwrap the Cash” card, the Giveaway #3974 appears. According to the Sweepstakes Facts for Giveaway #3974, this giveaway involves two prizes: one at \$400 and one at \$500.)



Facts indicate that the giveaway only involves prizes of \$400 and \$500; thus, it appears all players reveal one of the two most desirable prizes.

The basic understanding of scratch-off tickets that many consumers will bring to these games—especially the assumption that not every ticket reveals one of a few, seemingly winning, outcomes—may lead some recipients to believe they were lucky to reveal a particular result.

PCH also occasionally offers online scratch-off games. For example, after the recipient enters a sweepstakes, the recipient is told that he or she has qualified for an additional bonus called “Lucky 7’s,” which offers the opportunity to “win up to \$100,000.” The recipient is asked to click a button to uncover three matching prize amounts.<sup>51</sup> According to PCH, no entry in the “Lucky 7’s” game reveals a non-winning outcome. Instead, every entry reveals an opportunity to win between \$80,000 and \$100,000; and 80 percent of recipients receive the largest prize opportunity of \$100,000.<sup>52</sup>

#### **F. Required Disclosures**

**The Deceptive Mail Prevention and Enforcement Act:** “Any statement, notice, or disclaimer required under paragraph (3) shall be clearly and conspicuously displayed” (Section 103)

**2001 Settlement Provisions:** The Sweepstakes Facts Disclosure must appear clearly and conspicuously “in all personalized Sweepstakes Communications containing Sweepstakes entry opportunities or offering Merchandise for sale” (Section 24–26, p. 17-20)

“This agreement shall apply as fully as practicable to communications via the Internet, including E-mail and Internet web pages. To the extent that placement or formatting requirements for certain disclosures imposed herein cannot be complied with in this electronic medium, the following provisions will control:

- a. In Sweepstakes Communications containing an entry opportunity delivered via E-mail, the disclosures required in paragraph 24 above and set out in Exhibit A shall be made in the text of the E-mail itself...” (Section 29, p. 21)

**Recent PCH Communications:** There are numerous instances of personalized e-mail communications containing information about a sweepstakes opportunity in which the Sweepstakes Facts Disclosure<sup>53</sup> does not appear in the e-mail.<sup>54</sup>

---

<sup>51</sup> [Exhibit Y](#)

<sup>52</sup> Appendix 3, Letter from H. Low to J. Eskovitz (Feb. 7, 2014).

<sup>53</sup> See [Exhibit Z](#) for example of Sweepstakes Facts Disclosure

In addressing one such communication,<sup>55</sup> PCH explained to the Committee that “the e-mail in question does not contain an entry opportunity, and recipients cannot enter the sweepstakes from the e-mail.”<sup>56</sup> Based on this statement, it appears PCH interprets an “entry opportunity” in the context of e-mail to include only e-mails through which the consumer can finalize a sweepstakes entry—in other words, an e-mail that offers an option to enter a sweepstakes with a single click. This is a narrow reading of this provision of the Consent Agreement. A broader reading of “entry opportunity” would include e-mail communications that contain information about the opportunity to enter a sweepstakes along with a link through which the consumer initiates the process of entering the sweepstakes, even if it does require the consumer to click through several web pages to complete the entry.

The Deceptive Mail Prevention and Enforcement Act required similar disclosures in sweepstakes mailings. According to PSI’s report on the law, requiring disclaimers to appear in “locations in a sweepstakes promotion most likely to be read by the recipient [would] ensure that this key message reaches consumers...”<sup>57</sup>

**2001 Settlement Prohibitions:** PCH shall not use “A request for information concerning the Recipient’s preferences regarding characteristics of the Prize to be awarded, such as the color of a vehicle unless:

- (1) Either (a) such information is actually recorded and used by PCH or (b) the response to the request is clearly optional, and
- (2) Such request is presented in such a manner that it (a) is clearly being made of all Recipients of the communication, (b) does not Misrepresent the Recipient’s chances of winning, and (c) includes the Clear and Conspicuous statement “You Have Not Yet Won. We Don’t Know Who the Winner Is” (Section 15, p. 10)

“‘Clear and Conspicuous’ means readily understandable and presented in such size, color, contract, location, and audibility, compared to other matter with which it is presented, as to be readily noticed and understood” (Section 10, p. 4)

**Recent PCH Communications:** PCH frequently presents disclosures in a manner that raises questions concerning its compliance with the requirement that they be displayed clearly and conspicuously. For example, when asking for the recipient’s preferences regarding prize characteristics, PCH must “clearly and conspicuously” disclose “You Have Not Yet Won. We

---

<sup>54</sup> See, e.g., [Exhibit AA](#) and [Exhibit BB](#)

<sup>55</sup> [Exhibit CC](#)

<sup>56</sup> Letter from H. Low to J. Eskovitz (Feb. 7, 2014).

<sup>57</sup> Committee on Governmental Affairs, *Report to Accompany S. 335*, pg. 10.

Don't Know Who the Winner Is.” PCH also must make clear that the request is being made of all recipients of the communication. Both disclosures, however, often appear in relatively small and plain font—amidst a host of large and colorful graphics, images, and fonts.<sup>58</sup>

In addressing the Committee's concerns regarding the “You Have Not Yet Won” disclosure, PCH explained that the required disclosures “appear in bolded capital letters immediately above [the submit entry button], a location that [PCH] believe[s] is ‘unavoidable’” in accordance with guidance provided by the Federal Trade Commission.<sup>59</sup>

## V. CONCLUSION

Committee staff's review of hundreds of PCH solicitations raises serious questions regarding whether—despite its history with Congress and law enforcement—PCH is still employing much of the very same messaging that drew the attention of Congress and law enforcement in the first place. In the face of numerous settlement provisions aimed at eliminating any representation that a consumer is in some way better positioned than other entrants to win or that the consumer's sweepstakes entry may somehow be affected by his or her history of orders from PCH, dozens of recent PCH communications incorporate messages that may lead reasonable consumers to believe exactly that. Recent communications also may push the boundaries of settlement provisions dealing with representations of luck, losing previous entries, individualized attention, and disclosures. Similarly, some communications raise concerns regarding compliance with provisions of the Deceptive Mail Prevention and Enforcement Act. Given the shift to electronic communication that has occurred since the passage of the Deceptive Mail Prevention and Enforcement Act and efforts of state Attorneys General, this report concludes that it may be appropriate for Congress to consider legislation that would better protect consumers in the realm of e-mail and online communications.

---

<sup>58</sup> See, e.g., [Exhibit CC](#)

<sup>59</sup> Letter from H. Low to J. Eskovitz (Feb. 7, 2014). PCH's response references the Federal Trade Commission's March 2013 “Dot Com Disclosures” Guidance (online at <http://www.ftc.gov/news-events/press-releases/2013/03/ftc-staff-revises-online-advertising-disclosure-guidelines>).

## **Appendices**

A. Appendix 1: Expert Opinion of Anthony Pratkanis, PhD .....	19
B. Appendix 2: Letter from Aging Committee to PCH .....	26
C. Appendix 3: Letter One from PCH to Aging Committee .....	44
D. Appendix 4: Letter Two from PCH to Aging Committee.....	49
E. Appendices 5-7: Consent Agreements between PCH and State Attorneys General (2000, 2001, and 2010).....	53
F. Appendix 8: Deceptive Mail Prevention and Enforcement Act (S. 335) .....	170



Publishers Clearing House

PCHSearch.com

**PCHSearch&Win** Info You Need — Prizes You Want**FINAL STEP NOTICE****ACTION REQUIRED: READ & RESPOND PROMPTLY!****WINNER SELECTION  
LIST UPDATE**

Name

[REDACTED]

Prize Eligibility

\$7,000.00  
Every Week For Life

Gwy No.

3080

Date

10/27/2013



## REVIEW THE FOLLOWING STEPS:

**3**[REDACTED] selected to receive  
this Final Step Notice #44-08.**COMPLETED****2**Delivery of Notice to recipients including  
[REDACTED]**COMPLETED****1***Final Step!*Secure a SuperPrize number on the winner selection  
list with a timely search at PCHSearch&Win today!SEARCH NOW TO ENSURE THAT A SUPERPRIZE NUMBER ON  
THE WINNER SELECTION LIST IS ASSIGNED TO YOU TODAY.**Continue**

Dear Mr. [REDACTED]

One step — **ONE FINAL STEP** — is all it takes to get a  
SuperPrize Number on the winner selection list for the huge  
[November 26th Prize Event!](#)

As you can see from the [Final Step Notice #44-08](#) above, two of the  
steps for you to secure an entry on the winner selection list (our  
official record of all timely entries eligible to win a life-changing  
SuperPrize®) have already been taken. **Just one step remains for  
today's opportunity — a search at PCHSearch&Win.**

Yes, Publishers Clearing House officials are prepared to award  
[\\$7,000.00 Every Week For Life](#) to a lucky winner on November  
26th!

[REDACTED], it's extremely important that you understand that only those  
with SuperPrize numbers on the winners selection list can win when



with SuperPrize numbers on the winners selection list can win when PCH takes a special early look for the matching winning number from PCH Giveaway No. 3080. If the number assigned to you by searching today is a match, you win — it's that simple! A matching winning number must be timely registered or an alternate base prize winner will be selected instead.

**Complete the final step now!** Conduct a search at [PCHSearch&Win](#) on the topic of your choice. It only takes a few seconds and you could end up winning \$7,000.00 Every Week For Life!

THE WINNER SELECTION LIST IS THE OFFICIAL PUBLISHERS CLEARING HOUSE RECORD OF ALL ENTRIES ELIGIBLE TO WIN \$7,000.00 EVERY WEEK FOR LIFE ON NOVEMBER 26TH FROM GWY, NO 3080. ALL TIMELY ELIGIBLE ENTRIES ARE ON THIS LIST.

## REQUIRED FINAL STEP

1

Search Now To Get A SuperPrize Number On The Winner Selection List For:  
**\$7,000.00 EVERY WEEK FOR LIFE!**

**Search now to get your entry!**

[return to top](#)



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### PUBLISHERS CLEARING HOUSE NOVEMBER 26TH SUPERPRIZE EVENT

Giveaway No. 3080: Publishers Clearing House will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.

You've received this commercial email because you are registered with PCHSearch&Win.



3/16/2013 10:25:02 AM

You are subscribed as [REDACTED]

If you no longer wish to receive email from PCHSearch&Win, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other pch.com sweepstakes, please visit the PCHSearch&Win.

[Info Center](#) | [Privacy Policy](#) | [PCHSearch&Win Help](#)

Publishers Clearing House, pchsearch.com and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.





**Publishers Clearing House**

IMPORTANT DOCUMENT DO NOT DISCARD

CONTENTS INTENDED  
FOR THE SOLE USE OF  
RECIPIENT NAMED  
HEREIN. A DUPLICATE  
NOTICE WILL NOT BE  
SENT.

Prepared For:

[REDACTED]

[REDACTED]

Response Required By:

07-AUG-13

382

Official Message:

[REDACTED] of [REDACTED] in [REDACTED]  
[REDACTED] Official Document 382 is enclosed! **Your failure to act NOW could cost you a life-changing "Forever" Prize this August 29th!**

Mr. [REDACTED], with the "Forever" Prize, a winner gets to enjoy 5,000.00 Dollars A Week For Life payouts and after that, the payments would continue on to a person the winner designated for their life.

### FINAL WINNER SELECTION LIST NOTICE!

Upon timely response your forthcoming Prize Number will be added to the final winner selection list making it fully eligible to win our \$5,000.00 a Week "Forever" Prize on August 29th.

The final winner selection list is the official Publishers Clearing House record of entries that are eligible to win in the final matching number drawing -- the last in a series of drawings -- for Giveaway No. 1830. All timely eligible entries are on this list.

### OFFICIAL NOTICE OF IMMINENT FINAL WINNER SELECTION

Alert! Publishers Clearing House Officials will definitely select a winning number for our August 29th "Forever" Prize.

**\$5,000.00 A Week "Forever"**

is at stake and our records show that the Prize Number to be issued from this Notice is in a position eligible to be selected a winner!

FAILURE TO MEET DEADLINE HEREIN WILL AUTOMATICALLY DISQUALIFY THIS OPPORTUNITY FOR FINAL WINNER SELECTION.

**Take Action Now!**





**PLEASE BE AWARE** that this is the ONLY notice you will receive regarding YOUR forthcoming Prize Number from this Bulletin. TAKE ACTION BEFORE IT IS TOO LATE!

Fail to do so and not only you, but the entire [REDACTED] family may regret it for many, many years to come.

**P.S. PRIZE WINNER ANNOUNCEMENT!** [REDACTED] to make this August 29th Event even more exciting, the Prize Patrol will personally award a Legacy-Making "Forever" Prize and the winner will be announced during NBC Nightly News with Brian Williams so the whole country can share in the excitement!

**Take Action Now! ▶**

Deborah Holland  
Executive Vice President  
Publishers Clearing House  
Authorized Signature

*Deborah Holland*



Become a Fan on [facebook](#)



Follow us on [twitter](#)

**FINAL WINNER SELECTION PROCESSING FOR GIVEAWAY NO. 1830**

Giveaway No. 1830 will end in just a few weeks, when we'll start the final process to select a winner of the prize to be awarded on August 29, 2013.

All people who timely enter through "Forever Prize" online Bulletins/Promotions during the timeframe of 6/24/13 through 8/22/13 will be assigned valid "Forever" Prize Numbers for Giveaway No. 1830, fully eligible to win \$5,000.00 A Week "Forever" in our drawing on August 29th. (The "Forever" Prize consists of \$5,000.00 a week for the life of the winner, and after that, \$5,000.00 a week for the life of a designated person that the winner chooses.) Timely entries from earlier Bulletins/Promotions that have not yet been processed for winner selection will also be included in the drawing.

A matching number winner was not identified in our special early look drawings for Giveaway No. 1830. For this final winner selection process, if an eligible matching winning number is not registered by the deadline, the base prize to be awarded in the second chance random drawing from among all timely entries will be supplemented up to the amount of the \$5,000.00 A Week "Forever" Prize.

**WE CARE ABOUT YOUR PRIVACY!**

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with pch.com.



You are subscribed as [REDACTED]  
If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other pch .com sweepstakes, please visit the pch .com:

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11060.

[ACS1]





PCH Publishers Clearing House

B. T.

WINNER'S FILE ALERT



Mr. [REDACTED] NOVEMBER 2013

Subject:

## \$7,000 A WEEK FOR LIFE PRIZE

**AT STAKE!**

*Your recent participation tells us you want to win! But there are some very important things you **MUST** know if you want to win **MILLIONS** from this Notice!*

[REDACTED] winner selection for our November 26th Lifetime Prize will soon take place and our Winner's File must be established in time for the award. **Take action now to confirm you would like to win and have your name appear on our November 26th Winner's File as our NEWEST MILLIONAIRE.**

*Find these colored File Labels inside & follow instructions carefully!*



Click Here to...



**Take Action**

OFFICIAL COMMUNICATION DISPATCH

**B. T.**

Mr. [REDACTED], don't delay!

We are VERY close to preparing and establishing our Winner's File. Just weeks from now, we'll be ready to award a \$7,000.00 A Week For Life SuperPrize®!

And as a recipient of this Notice, the name "██████████" could be the name which we end up filing as our big winner.

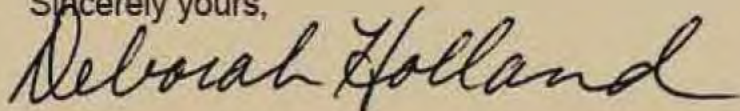
I say that because the Prize Number we're about to issue solely to you is fully valid and eligible to win \$7,000.00 A Week For Life in just weeks when we take a special early look for a winner from Gwy. No. 3080.

**WILL Mr. ██████████'S NAME BE ON OUR WINNER'S FILE IN NOVEMBER?**

PLEASE FOLLOW THESE INSTRUCTIONS: Inside, you'll see a copy of a Declaration of Eligibility, the kind of statement which you will need to sign within 30 days after the award should you win. We ask that you please review the circled paragraph and respond as directed.

Please keep in mind that your entry MUST be registered no later than November 8th (11:59PM, ET) if you want to win from this Notice and have your name placed on our WINNER'S FILE.

Sincerely yours,



Deborah Holland, Executive Vice President, Publishers Clearing House.

Click Here to...



**Take Action**



**P.S. More good news Mr. ██████████!**

Respond now and you could win \$1,000,000.00 from Gwy. No. 3577! Act now!





Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### NOVEMBER 26TH SUPERPRIZE EVENT

**Giveaway No. 3080:** We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with [poh.com](#).



You are subscribed as [REDACTED]  
If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other [poh.com](#) sweepstakes, please visit the [poh.com](#).

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 1105000

[REDACTED]

PREPARED FOR:

St. | APT 2

MR. [REDACTED] please transfer your file labels to their corresponding areas below.

<b>01 DECLARATION REVIEW</b> Reviewed on: November 6, 2013	<b>02 PRIZE AUTHORIZATION</b> Acknowledged on: November 6, 2013	<b>03 CUSTOMER BENEFITS</b> Confirmed on: November 6, 2013
<b>01 DECLARATION REVIEW</b>	<b>02 PRIZE AUTHORIZATION</b>	<b>03 CUSTOMER BENEFITS</b>

**DECLARATION OF ELIGIBILITY****COPY**

I, \_\_\_\_\_ residing at \_\_\_\_\_, understand that I have been selected to be the winner of \_\_\_\_\_ in Publishers Clearing House Giveaway No. \_\_\_\_\_.

I declare that I am not an employee of Publishers Clearing House or its affiliates nor, to the best of my knowledge, is any member of my immediate family so employed.

**PLEASE READ**

Mr. [REDACTED] make sure you are eligible to win. Please review the statement above then place the ORANGE label in the box at right.

« This is the type of declaration of eligibility which all winners of a major Publishers Clearing House prize must sign before claiming their award.

I, \_\_\_\_\_ understand that winner selection is about to take place. I have reviewed the Declaration of Eligibility at left and would like to win \$7,000.00 A Week For Life on November 26th.

ATTACH 01 LABEL HERE

**Transfer Label**

Click Here...



PREPARED FOR:

Str. APT 2

MR. [REDACTED] please transfer your file labels to their corresponding areas below.

LABEL 01 TRANSFERRED

**PRIZE AUTHORIZATION**

02

Acknowledged on:  
November 6, 2013

**CUSTOMER BENEFITS**

03

Confirmed on:  
November 6, 2013

01

DECLARATION REVIEW



02

PRIZE AUTHORIZATION



03

CUSTOMER BENEFITS



**Lifetime Prize Authorization**

Mr. [REDACTED] Publishers Clearing House officials have authorized, for immediate release on November 26th, funds to be distributed to a Lifetime Prize Winner as indicated at right

**Lifetime Prize Distribution**

For Winner:  
\$7,000.00 A Week For Life

[REDACTED] acknowledge that should I respond on time and be selected the winner, payments of prize monies will be distributed to me beginning on the date indicated above.

ATTACH 02 LABEL HERE

Click Here...



Transfer Label

MR. [REDACTED] please transfer your file labels to their corresponding areas below.

LABEL 01 TRANSFERRED

LABEL 02 TRANSFERRED

## CUSTOMER BENEFITS

Confirmed on:  
November 6, 2013

03

01 DECLARATION REVIEW ✓

02 PRIZE AUTHORIZATION ✓

03 CUSTOMER BENEFITS ●

## Order Activity Review

Customer Name: [REDACTED]

Delivery Address: [REDACTED] St. [REDACTED] APT 2 [REDACTED] 8

PCH regularly reviews the order activity of our customers ...

**Your order activity will be reviewed weekly.** This weekly review details the type of items you order and how often you order so we can offer you the best deals in the future on items we know you'll be interested in.

APPROVED

We hope you find an item to try today, [REDACTED]!

PLEASE READ

I, [REDACTED] understand that my order record will be reviewed next week and with any order placed today, I will be entitled to the Customer Benefits listed below and my Order Record will be updated!

ATTACH 03 LABEL HERE

Transfer Label

Click Here...





LABEL 01 TRANSFERRED

LABEL 02 TRANSFERRED

LABEL 03 TRANSFERRED

01 DECLARATION REVIEW ✓

02 PRIZE AUTHORIZATION ✓

03 CUSTOMER BENEFITS ✓

## Order Activity Review

Customer Name: \_\_\_\_\_

Delivery Address \_\_\_\_\_

St. \_\_\_\_\_ APT 2 \_\_\_\_\_

PCH regularly reviews the order activity of our customers ...

**Your order activity will be reviewed weekly.** This weekly review details the type of items you order and how often you order so we can offer you the best deals in the future on items we know you'll be interested in.

**APPROVED**

We hope you find an item to try today, \_\_\_\_\_!

PLEASE READ

I, \_\_\_\_\_, understand that my order record will be reviewed next week and with any order placed today, I will be entitled to the Customer Benefits listed below and my Order Record will be updated!

### CUSTOMER BENEFITS

Confirmed on:

03

November 6, 2013

Section 03 Complete.  
Now take a look at all of our Amazing Offers below!



PCH Publishers Clearing House

**SAVE UP TO 50%**

IF ORDERING: PAY NOTHING NOW! NO CREDIT CARD REQUIRED!

Ordering is easy! Simply click the "ADD TO CART" buttons below to add items to the Shopping Cart. Choose up to 3 item(s) now. SEND NO MONEY NOW! You can pay in 4 easy installments. Also, your order is backed by our HASSLE-FREE GUARANTEE.

Page 1

**Save Over 30%!**

Similar Items Sell Elsewhere For \$29.99

**Take deviled eggs, dips, cakes and more ... to go!**



### 4-In-1 Party Platter

Transport food and desserts to parties and picnics without sliding or spills!

• Includes inserts for deviled eggs, veggies/dip,





- Includes inserts for deviled eggs, veggies/dip, mini cupcakes/muffins and cookies/cake
- Inserts nest inside base with easy-view lid for easy storage

**You Get All This!**



Dishwasher Safe.  
Made of polypropylene.  
Platter carrier measures  
14.2" L x 14.2" W x  
3.94" H.

Use for deviled eggs... veggies, chips & dips... cakes and cookies... and mini cupcakes!

**Handy Gourmet™ 4-in-1 Party Platter**

PCH Price: **\$19.96**

4 PAYMENTS  
EACH ONLY: **\$4.99\*** [Add To Cart +](#)

[MORE INFO](#)



**BOBBY VINTON**  
20 ALL-TIME GREATEST HITS

"ROSES ARE RED  
MY LOVE,  
VIOLETS ARE BLUE"

TEE VEE RECORDS  
Everyone's Favorite From The 60s & 70s

**Bobby Vinton - 20 All-Time Greatest Hits - CD**

**Wonderful Hits From America's Love Song Legend!**

Get romanced by Bobby Vinton with songs like, "Roses Are Red (My Love)," "Mr. Lonely," "Sealed With a Kiss" and more! His endearing sound is so sincere, you'll think he's singing to you.

- Roses Are Red (My Love)
- Blue Velvet
- Mr. Lonely
- Blue On Blue
- Please Love Me Forever
- I Love How You Love Me
- My Heart Belongs To Only You
- Coming Home Soldier
- Rain Rain Go Away
- Clinging Vine
- There! I've Said It Again
- Sealed With A Kiss
- Over The Mountain (Across The Sea)

**Bobby Vinton - 20 All-Time Greatest Hits - CD**

PCH Price: **\$15.96**

4 PAYMENTS  
EACH ONLY: **\$3.99\*** [Add To Cart +](#)

**Uncover More Radiant-Looking Skin With Sea Salt From The Dead Sea!**



**Nourishing Traditions Dead Sea Salt Scrub**

**Plus FREE Body Sponge!**  
A \$5.94 Comparable Value

- Exfoliates with granules of Sugar and Sea Salt from the Dead Sea
- Moisturizes with Coconut Oil, Shea Butter and Jojoba Oil

These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease. Results may vary. Body sponge made of plastic. Body sponge measures 6" round; salt scrub contains 4 oz.

**Nourishing Traditions Dead Sea Salt Scrub Plus FREE Body Sponge!**

PCH Price: **\$11.96**

4 PAYMENTS  
EACH ONLY: **\$2.99\*** [Add To Cart +](#)



**Helps Protect Your Hands!**

**Don't Handle Hot Stuff Without This!**



**Silicone Oven Mitt**  
**Buy 1, Get 1 FREE!**  
 Wow! You Get 2 Total!  
 Don't Handle Hot Stuff Without This!

Go ahead and grab those hot dishes from the oven, stove, and grill while this heavy-duty oven mitt helps protect your hands from heat.

- Protective silicone grip!
- One size fits most hands!

Hand wash only. Made of 70% polywoven cotton & 30% silicone. This item can withstand temperatures up to 350 degrees F. Imported. Measures 11.50" L x 8" W.


Silicone Oven Mitt Plus 1 FREE!  
 PCH Price: **\$11.96**


4 PAYMENTS  
EACH ONLY:

**\$2.99\*** **Add To Cart** +

[...]

Page 1

 **Shopping Cart** No Items In Cart



**SHOPPING CART EMPTY**

To order, simply click the ADD TO CART button for the item(s) you wish to purchase.

**Pay Nothing Now • No Credit Card Required • Satisfaction Guaranteed**

Page 1

**Continue** ▶

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).

For Magazine Offers, applicable sales tax will be added in WA.

**NO PURCHASE OR FEE NECESSARY TO ENTER.  
 A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.**

Your Merchandise order should arrive in about 2 to 4 weeks.  
 For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
 No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

**\*\*PLEASE NOTE:** We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices).

© 2013 Publishers Clearing House XU463

Close Window & Continue X

# ...OOPS!

*Are You Forgetting To Place An Order?*

**An order from THIS Notice would be greatly appreciated!**

We ask that you please take a second look. With so many **FREE Offers** and **Deep-Discounted Deals** to choose from, we're sure you'll find something you'd like to try.

Remember, you can **PAY NOTHING NOW** and we have a **No-Hassle Return Policy** -- so you have nothing to lose!

**Continue**



## OFFICIAL ENTRY/ORDER FORM

▶ **SUBMIT THIS FORM TO ENTER**

### 1 CONTEST ELIGIBILITY

I, [REDACTED] with a timely entry, am hereby claiming full eligibility rights to my unique prize number(s) to be issued from this Notice. I would like to win the prize(s) listed below.

**\$7,000.00**  
A WEEK FOR LIFE



Giveaway Number(s) 3060

**WIN**  
**\$1,000,000.00!**  
PRIZE PATROL DELIVERED

GWY NO. 3577

### REGISTRATION INFORMATION

[REDACTED] ST [REDACTED] APT 2  
[REDACTED] [REDACTED] 18

Edit Info



### 2 CUSTOMER ORDERING BENEFITS

I, [REDACTED] am forfeiting my customer benefits - 100% Satisfaction Guarantee, No Credit Card Required and Pay Nothing Now privilege. I have not selected an item to order below.

**WON'T YOU RECONSIDER?**  
**AN ORDER WOULD BE APPRECIATED**

ITEMS IN CART: 0

1) [REDACTED] [View Order History](#)

Take Another Look

To See The Products Again,  
[CLICK HERE](#)

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).

For Magazine Offers, applicable sales tax will be added in WA.

NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.

**Submit Entry!**



Your Merchandise order should arrive in about 2 to 4 weeks.  
For information relating to timing and delivery of Magazines [click here](#).

All savings on magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

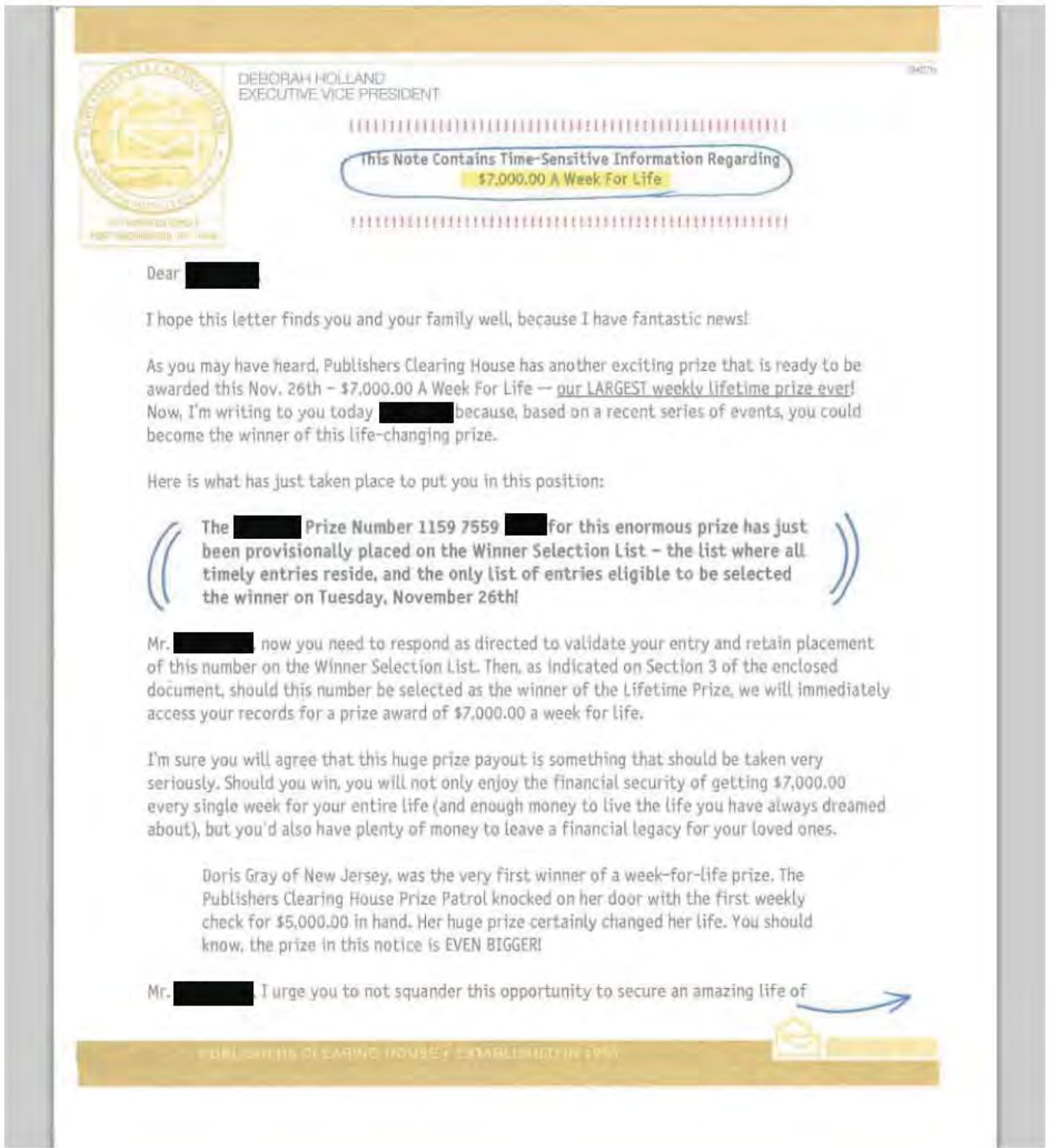
\*\*PLEASE NOTE: We can only accept entry & orders from the United States, Puerto Rico and APQ/FPQ.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APQ/FPQ addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](#).

© 2013 Publishers Clearing House XU463



OFFICE OF THE CONTROLLER:

PLEASE READ THE FOLLOWING TIPS FOR NEW WINNERS

*You could become one Nov 26th!*

0427d

By now you have read the enclosed letter and realize that, it is possible you will become the winner of \$7,000.00 a week for life. Should this event take place, I'm sure you'll want to do everything to make the most of your financial windfall. Here are some "stay rich tips" provided to new winners:

1. **Buy and spend smart:** A \$7,000.00 A Week For Life payout is a huge prize, but start with a modest initial spending spree.
2. **Contact a reputable accountant or financial advisor:** A certified financial planner will help a winner weigh all possible options and give counsel for managing winnings.
3. **Consider family and loved ones:** One of the greatest things about winning is being able to finally provide a superior life for family and loved ones.

As you can see from the above, winning \$7,000.00 a week for life would open up a world of possibilities for you. Please make sure you follow all the directions in this bulletin to do everything you can to make this happen for you and your family.



Michael Collins  
*Michael Collins*  
Controller  
Publishers Clearing House







**Publishers Clearing House**  
 101 Winners Circle | Port Washington, NY 11050

**PRIZE NOTICE!**  
**STRICT DEADLINE DATE**

**\$5,000.00 A Week "Forever" Prize**  
**APPROVED For August 29th Delivery!**

**NOTICE RECIPIENT:**

[REDACTED]  
 [REDACTED]  
 [REDACTED]

**RE: NATIONWIDE GWY. NO. 1830**

[REDACTED] will we soon be mapping  
 out directions to the [REDACTED]  
 residence in [REDACTED]?

Respond now and be selected  
 the winner and the Prize Patrol  
 will use this map to make [REDACTED]  
 [REDACTED] their final  
 destination on August 29th!  
 [REDACTED] tell us You want to WIN!

**MAP AREA:**



**Respond Now**



You see, [REDACTED] this August 29th you could win a  
 \$5,000.00 A Week "Forever" Prize! That's \$5,000.00 A Week  
 For Life for the winner, then after that, the payments would  
 continue on to a beneficiary of the winner's choosing for his or  
 her life. Please Review August 29th Prize Award Details:

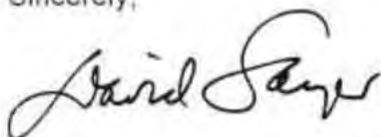
- 1 [REDACTED] the Prize Patrol will award the \$5,000.00  
 A Week "Forever" Prize from Gwy. No. 1830 this  
 August!
- 2 Our records indicate that you, [REDACTED], are to  
 be issued an Authorized Prize Number that only  
 you could win this prize with this August!
- 3 Respond by the 14-AUG-13 (11:59PM, ET) entry  
 deadline and the Prize Patrol could soon be heading to  
 [REDACTED] in [REDACTED] to make you, [REDACTED]  
 [REDACTED] the \$5,000.00 A Week "Forever" Winner on



██████ the \$5,000.00 A Week "Forever" Winner on  
August 29th!

Very soon we'll be announcing our \$5,000.00 A Week  
"Forever" winner. ██████, if you ignore this Notice,  
**you could regret it for the rest of your life!** You are  
strongly urged to Respond Now!

Sincerely,



Dave Sayer

Executive Director, Prize Patrol Elite Team



**Respond Now**



**P.S. PRIZE ZONE ALERT!** ██████ the search for a Prize Winner  
of \$1,000.00 from the ██████ TV area from Gwy.  
No. 2891 will include the ██████ neighborhood. Click  
here now!



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### FINAL WINNER SELECTION PROCESSING FOR GIVEAWAY NO. 1830

Giveaway No. 1830 will end in just a few weeks, when we'll start the final process to select a winner of the prize to be awarded on August 29, 2013.

All people who timely enter through "Forever Prize" online Bulletins/Promotions during the timeframe of 8/24/13 through 8/22/13 will be assigned valid "Forever" Prize Numbers for Giveaway No. 1830, fully eligible to win \$5,000.00 A Week "Forever" in our drawing on August 29th. (The "Forever" Prize consists of \$5,000.00 a week for the life of the winner, and after that, \$5,000.00 a week for the life of a designated person that the winner chooses.) Timely entries from earlier Bulletins/Promotions that have not yet been processed for winner selection will also be included in the drawing.

A matching number winner was not identified in our special early look drawings for Giveaway No. 1830. For this final winner selection process, if an eligible matching winning number is not registered by the deadline, the base prize to be awarded in the second chance random drawing from among all timely entries will be supplemented up to the amount of the \$5,000.00 A Week "Forever" Prize.

#### \$1,000.00 Local Prize Award Guarantee

Publishers Clearing House guarantees to award 210 \$1,000.00 prizes in nationwide Giveaway No. 2891. A prize will be awarded in your local TV viewing area (or "Designated Market Area" as defined by Nielsen Media Research). This award could take place in your

Giveaway No. 2891. A prize will be awarded in your local TV viewing area (or "Designated Market Area" as defined by Nielsen Media Research). This award could take place in your city/town since it's within this Designated Market Area.

## WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with [poh.com](http://poh.com).



You are subscribed as [REDACTED]  
If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other [poh.com](http://poh.com) sweepstakes, please visit the [poh.com](http://poh.com):

[Info Center](#) / [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.



Ready To Be Awarded August 29th:

**\$5,000.00** A Week "Forever" Prize

Deadline Date

**Strictly Enforced**

PCH Publishers Clearing House

**ATTENTION!**

Mr. [REDACTED] the following information has been confirmed in your file at PCH Headquarters. The Prize Patrol will use this information if you submit your entry on time and are selected the winner!

[Review Now](#)**Personal Info**

Firstname

Lastname

Address

City

State

Zip

Email

**Prize Patrol Delivery Instructions** (Should individual named above be selected the winner).

Local Hotel: DAYS INN GATEWAY TO DC

Local Florist: WASHINGTON FLORAL DESIGN GROUP

Zip Code Area: [REDACTED] (See Map Above)

Prize Patrol Status: On Standby for delivery

**Contest Information:**

Previous Entry on File: YES

At Stake: \$5,000.00 A Week "Forever" Giveaway No. 1830

Prize Number To Be Claimed: Pending Timely Submission Of Entry



PREPARED FOR: [REDACTED]

Ready To Be Awarded August 29th:

**\$5,000.00** A Week "Forever" Prize

Deadline Date

**Strictly Enforced**

[REDACTED] Info

Benefits & Offers



**Personal Information:**

Firstname: [REDACTED]  
Lastname: [REDACTED]  
Address: 15 [REDACTED] St. [REDACTED] APT [REDACTED]  
City: Washington  
State: DC  
Zip: [REDACTED]  
Email: [REDACTED]@[REDACTED].com

**Location Map:**



**Prize Patrol Delivery Instructions** (Should individual named above be selected the winner):

Local Hotel: DAYS INN GATEWAY TO DC  
Local Florist: WASHINGTON FLORAL DESIGN GROUP  
Zip Code Area: [REDACTED] (See Map Above)  
Prize Patrol Status: On Standby for delivery

**Contest Information:**

Previous Entry on File: YES  
At Stake: \$5,000.00 A Week "Forever" Giveaway No. 1830  
Prize Number To Be Claimed: Pending Timely Submission Of Entry

**RECORD ACCESS ACKNOWLEDGMENT:**

13427e

██████████, PLEASE REVIEW THE INFORMATION BELOW, AND RESPOND AS DIRECTED BY NOVEMBER 18, 2013. YOUR RESPONSE WILL ACKNOWLEDGE THAT PUBLISHERS CLEARING HOUSE WILL ACCESS AND UPDATE YOUR OFFICIAL RECORDS AS INDICATED BELOW.

▼ DETACH HERE BEFORE RETURNING BELOW ▼

**OFFICIAL ENTRY CONFIRMATION-ORDER FORM DOCUMENT****\$7,000.00 A WEEK FOR LIFE****SECTION 1 ENTRY INFORMATION ON FILE**

✓ I, ██████████ understand that my SuperPrize number has been provisionally added to the Winner Selection List and to retain its position I must confirm entry as directed prior to the November 18, 2013 deadline.

ADDRESS: APT █████ 15 █████ █████ █████  
 PRICE ELIGIBILITY: \$7,000.00 A WEEK FOR LIFE — OUR LARGEST WEEKLY LIFETIME PRIZE EVER! (347-3398)  
 ANNOUNCEMENT: Winner announcement during NBC Nightly News With Brian Williams  
 SUPERPRIZE NUMBER: 1159 █████  
 IMPORTANT: Number has already been provisionally placed on Winner Selection List

TO VALIDATE ENTRY  
RETURN THIS FORM

"ACES HIGH" WINNERS ARE GUARANTEED FROM THIS BULLETIN!  
SEE OTHER SIDE FOR DETAILS (GWV. #3981)

NO PURCHASE OR FEE NECESSARY TO ENTER. A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.  
Sweepstakes facts included on separate insert.

**SECTION 2 ORDER INFORMATION TO BE FILED**

P9500 13-10450W0

\* I, ██████████ understand that by placing any order stamp below my records will be accessed and updated with my order preference. This will allow us to continue to provide you with items that meet your interests.

TO ORDER  
PLACE 1ST  
STAMP HERE-  
THANK YOU!

TO ORDER  
PLACE 2ND  
STAMP HERE-  
THANK YOU!

TO ORDER  
PLACE 3RD  
STAMP HERE-  
THANK YOU!

TO ORDER  
PLACE 4TH  
STAMP HERE-  
THANK YOU!

PLEASE WON'T YOU TRY AT LEAST ONE ITEM?

The number at right must show through the window where indicated on the enclosed Official Reply Envelope.

22 4377 █████

**SECTION 3 PARTICIPANT INFORMATION ON FILE**

W5559125870

✓ I, ██████████ understand that the following records will be accessed immediately if I am selected the winner of \$7,000.00 A Week for Life on November 26th.

04 13 █████

NAME / PARTICIPANT SINCE: ██████████ / 2013

PRIZE NUMBER PLACED PROVISIONALLY  
ON WINNER SELECTION LIST:

Yes

LOCAL MEDIA:

██████████-TV, █████-TV, █████-TV.

NAME OF FLORIST FOR AWARD ROSES:

██████████ Floral Design Group

DIRECTIONS:

Start at 2 █████ with PI █████, follow GPS to  
Apt █████ 15 █████





PCH Publishers Clearing House

Issued to: [REDACTED]

Address: 15 [REDACTED] [REDACTED]



## LIFETIME PRIZE ADJUSTMENT CERTIFICATE

WEEKLY CASH PAYOUT: **ELEVATED PRIZE LEVEL**

AUTHORIZED BY:

*Michael Collins*

MICHAEL COLLINS, CONTROLLER



Publishers  
Clearing  
House

This certifies that the person identified above will become fully eligible to win an **adjusted Lifetime Prize**, delivered by the PCH Prize Patrol, with a weekly cash payout of:

**\$6,750.00**

(Six Thousand, Seven Hundred Fifty Dollars)

The adjusted prize payout of \$6,750.00 A Week For Life would be presented to a Lifetime Prize winner from this special Notice.

**, don't risk LOSING OUT on this ELEVATED Prize Level!**

**Adjust Now**



### Verified Prize Level Statistics

**\$1,000,000.00 SuperPrize**



Most entries for this gwy. are eligible to win this prize value from a second chance

**\$5,000.00 A Week For Life**




Some entries for this gwy. are eligible to win this prize

**ELEVATED PRIZE LEVEL**

**\$6,750.00 A Week For Life**



By accepting this adjustment your entry would be among less than 1% eligible to win

\*Each  in the illustration above represents up to 5% of entries offered for giveaway #3080



Good news, [REDACTED],

Your previous entry was received and has been successfully recorded on our files. Thank you. Now I have more exciting news!

**Your Lifetime Prize eligibility with your forthcoming Personal Prize Number from this Notice is now authorized for an ELEVATED Prize Level Adjustment!**

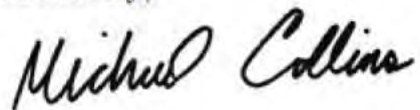
That means that should it be selected the matching winning number for Giveaway #3080 -- you would win a Lifetime Prize that would be adjusted from weekly payments of \$5,000.00 to \$6,750.00 A-Week for the rest of your life!

In fact, you'll notice in the Verified Prize Level Statistics above that a very small number – **less than one percent (1%)** of all entries for this giveaway – are authorized to go for this Elevated Level weekly payout for this Lifetime Prize and [REDACTED]'s is one of them!

Recipients of this Notice, like you, are already authorized to go for this ELEVATED prize level payout ... **DON'T STOP NOW!**

This exciting prize adjustment means that even more money is now at stake, but the September 5 (11:59PM, ET) entry deadline is fast approaching. **Respond today and go for IT ALL!**

Sincerely,



Michael Collins  
Controller

**Adjust Now**




PS: Online-Only EXCLUSIVE! [REDACTED], you could win \$10,000.00 CASH on September 18th from Gwy. No. 3044! Don't risk losing out -- Respond at once!

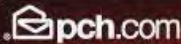
## EXHIBIT I





 Prize Chances Here

**Spectacular Savings Are Here!**

 **ORDER HISTORY REVIEW**

# NO ORDER EVER PLACED

I have to say, we are surprised to see this. **You've been missing out on incredible savings, FREE Offers, and special Customer-Only benefits** like the ones below!

**AND WE'D LIKE TO CHANGE THAT BY TELLING YOU:**

- **You Can SEND NO MONEY NOW - Buy Now, Pay Later!**
- **We Have a No-Hassle Return Policy!**
- **Your Satisfaction is 100% GUARANTEED!**

**So go ahead and PLACE AN ORDER TODAY!**  
You'll receive all of the customer-only benefits above and more!

**An Order Would Be GREATLY APPRECIATED!**

**Continue** ▶

**Choose Your Size:**  
Medium (10-12)  
Large (14-16)  
1X (16W-18W)  
2X (20W-22W)  
3X (24W-26W)

*Lovely embroidered details!  
Easy feminine styling!*

OPTION: Click here to select the offer you'd like.

4 PAYMENTS  
AS LOW AS

**Great For Indoor And Outdoor Use!**

 PCH Publishers Clearing House

Close Window & Continue X

# WAIT!



## We See That You Are NOT PLACING AN ORDER!

You are about to pass on Big MONEY-SAVING deals and FORFEIT the following Customer Benefits: Pay Nothing Now Privilege, 100% Satisfaction Guarantee, and our No-Hassle Return Policy!

*Inside you'll find:*

- ✓ **HUGE SAVINGS** on Popular Magazines!
- ✓ **Wide Variety** of Titles!
- ✓ **FAST** and **CONVENIENT** Order Processing!

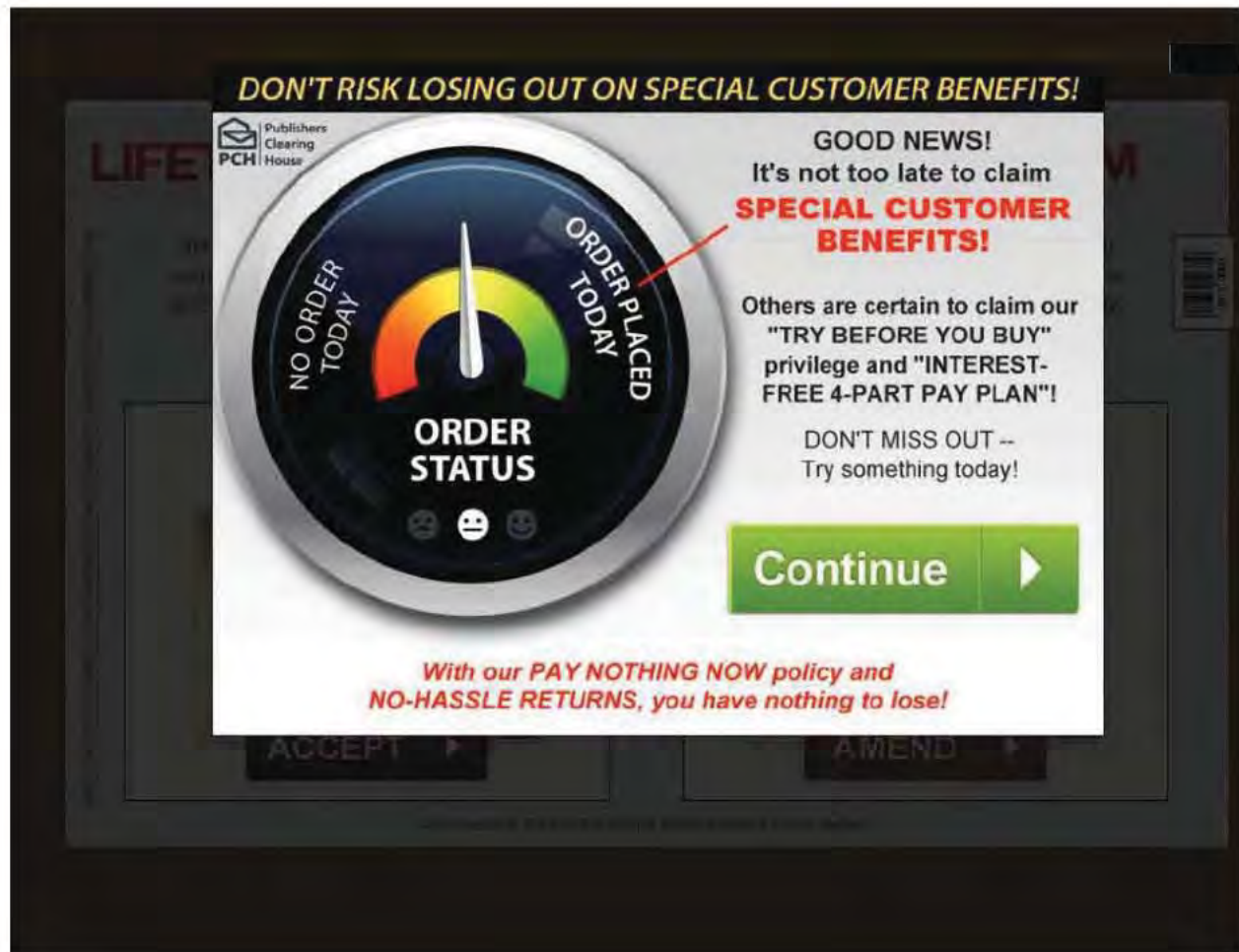
Don't Miss Out! With deals this good, others are sure to take advantage. **You'll be glad you did and any order will be GREATLY Appreciated!**

*Don't Miss Out Today!*

Continue



## EXHIBIT L





# \$5,000.00 A WEEK FOR LIFE SUPERPRIZE

## Section 1. DISTRICT OF COLUMBIA WINNERS LIST

**will we be adding your name to this winners list?**

Latest Winners From District Of

First Name:	Last Name:	City:
<b>YOUR NAME HERE?</b>	<b>YOUR NAME HERE?</b>	<b>YOUR CITY HERE?</b>
Mary A.	Houston	Washington
Mr. Donald	Stanback	Washington
Shirley	Phillips	Washington
James	Myers	Washington
Mrs. Gertrude	Chatman	Washington

District Of Columbia Prize Winners to Date: Top Prize Eligibility from THIS Notice:

**OVER 95 WINNERS!**

**\$5,000.00  
A Week For Life**

**PLUS! ONLINE ONLY EXCLUSIVE!**

Someone from District Of Columbia will definitely **WIN CASH** from THIS very Notice! (Gwy. No.3758)



Deadline Date **Sep. 12th**

, enter now to Claim Your \$5,000.00 A Week For Life Prize Number and your name could be at the TOP of the District Of Columbia Winners List!

## Section 2. Address Has Been Verified

Official Records indicate that the address is in zip code 20018:

The information on the right will be used by the Prize Patrol should you win \$5,000.00 A Week For Life! Don't miss out! Continue on to enter.

**20018**

**Information on File:**

15 St. NE APT  
Washington, DC 20018



Edit Info.

## Section 3. An Order from the residence would be Greatly Appreciated!

NOW is the perfect time to place an order! You'll find **SUPER SAVINGS**, **FREE** Deals and more below! Plus, order today and we will **UPDATE YOUR ORDER STATUS!**

**We are waiting to hear from you!**

Remember, when you place an order with Publishers Clearing House in our SAFE, CONVENIENT online environment, you will:

- ✓ Never be asked for a credit card number!
- ✓ Pay nothing now – we will bill you later in 4 easy installments!
- ✓ Have 14 days to preview your item to make sure you love it!
- ✓ Enjoy our No-Hassle Return Policy
- ✓ Have our 100% SATISFACTION GUARANTEE!



So go ahead check out all of the incredible deals we have for you and see what you'd like to ORDER Today! We're sure that you will find something that you **ABSOLUTELY MUST-HAVE!** Happy Shopping!



**DOLLAR STRETCHING DEALS ON THE BEST OF PCH!**



**SAVE UP TO 60%**



**IF ORDERING: PAY NOTHING NOW! NO CREDIT CARD REQUIRED!**

Ordering is easy! Simply click the "ADD TO CART" buttons below to add items to the Shopping Cart. Choose up to 1 item(s) now. SEND NO MONEY NOW! You can pay in 4 easy installments. Also, your order is backed by our HASSLE-FREE GUARANTEE.

Page 1

**Save Over 60%!**

Similar Items Sell Elsewhere For \$53.96

**120-Piece Reusable & Recyclable Food Storage Set**

**WOW!**

Now, that's a lot of pieces!



Dorothy Stevens  
PCH Food Stylist



Whether you're putting away leftovers or packing tomorrow's lunch, keep everything from soup to nuts fresh with this 120-piece storage solution!

**10 CONVENIENT SIZES!**

Includes sizes:

- (1) 64-oz.
- (1) 34-oz.
- (6) 24-oz.
- (4) 15-oz.
- (15) 9-oz.
- (5) 25-oz.
- (15) 4-oz.
- (3) 25-oz.
- (5) 32-oz.
- (5) 15-oz.
- Matching lids

Dishwasher safe. Made of plastic. Includes 64 oz; 34 oz; 6 24 oz; 4 15 oz; 15 9 oz; 5 25 oz; 15 4 oz; 3 25 oz; 5 32 oz; 5 15 oz containers with lids.

[MORE INFO](#)

**120-Piece Reusable & Recyclable Food Storage Set**

PCH Price: **\$19.96**

4 PAYMENTS  
EACH ONLY:

**\$4.99\***

[Add To Cart](#)

**Comfortable Foam Molds To Fit!**



**Men's Memory Foam Slippers**

**Save 50%!**

Similar Items Sell Elsewhere For \$39.95  
Amazing Cushion Molds To Your Feet!

- Special memory foam insole molds to the contours of your feet
- Flexible, slip-resistant sole
- Perfect for indoor and outdoor use
- So soft to the touch

SIZE CHART

[...]



Page 1

Continue

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).

For Magazine Offers, applicable sales tax will be added in WA.

**NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.**

Your Merchandise order should arrive in about 2 to 4 weeks.  
For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

**\*\*PLEASE NOTE:** We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses.  
Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices).

© 2013 Publishers Clearing House TW38®



## EXHIBIT N

# FINAL STEP

DETACH HERE ALONG DOTTED LINE


**A gentle reminder...**

## OOPS! DID YOU FORGET TO PLACE AN ORDER?

An order from this Bulletin would be very appreciated. If you've already placed an order, thank you. If you haven't placed an order yet, please take a second look at the wide variety of value-packed offers in the colorful flyers enclosed. Thank you.

**IMPORTANT:** PLEASE DETACH THIS NOTICE BEFORE SEALING AND MAILING YOUR REPLY ENVELOPE.

If you have indicated a change of address or enclosed other correspondence, please fill in the box at right completely with a black pen or pencil.



© 2013 Publishers Clearing House



## Exciting News For



**Don't Miss Out!**  
You're so close  
to completing  
your Instant  
Honors Rewards  
card!

**YOU'RE ONE STEP AWAY!** Place any order from this Notice and your Customer rewards will begin INSTANTLY!

Become an Instant Honors Rewards Member and you will receive:

- \* *Instant Savings*
- \* *Free Offers*
- \* *Future Member Discounts*
- \* *Special Toll-Free Hotline*
- \* *Continued recognition as a top customer on file*

Claim Your  
**Rewards Now**



THANK YOU FOR YOUR LOYAL SUPPORT

**Congratulations, Mr. [redacted]!**

Your past order activity has been duly recognized as one that meets all the criteria for "Instant Honors". Now, only one step remains to fill out the Rewards Card enclosed, entitling you to get valuable savings rewards and other customer benefits. Let me explain.



I'm always monitoring our customer file and reviewing order activity. **Our records show that the name "██████████" is one of our top customers!**

To thank you for your loyal support, we'd like to reward you with "Instant Honors," in recognition of our best customers, like yourself, who not only ordered and supported us in the past, but continue to support us today.

**Mr. ████████, any order from this Bulletin automatically gets you "Instant Honors" and all the customer rewards that accompany it!**

As you see on your Instant Honors Rewards Card, box #5 is open and ready to be filled in. **And to help make your ordering choice a real easy one, your "Instant Honors Rewards" start right here in THIS Notice with instant savings and FREE offers.**

But it's the special FUTURE savings rewards that make "Instant Honors" so very exciting -- with **special discounts throughout the year reserved strictly for "Instant Honors" recipients.** You'll also receive a special hotline number to access our Customer Reps.

So remember, you're just one step away from "Instant Honors" ... don't miss out. Place an order today and it would be "our honor" to process it.

Thanks again.

  
John Prince  
Senior VP & Chief Marketing Executive

Read below what my colleague has to say regarding the Sweepstakes.



**MORE EXCITING NEWS!**



AUTHORIZED SEAL REQUIRED BEFORE RELEASE

Message For:

[REDACTED]

Subject:

**\$100,000.00 Customer Loyalty Prize, \$5,000.00 A  
Week For Life SuperPrize**



**Great news, Mr. [REDACTED]!**

You'll be in the running for a \$100,000.00 Customer Loyalty Prize from Gwy. No. 2224 provided you respond by the 12/9 (11:59PM, ET) entry deadline. **(NOTE: This prize is NOT available to everyone on our file.)** Don't lose out on this special chance to win.

With your response, you'll also be eligible to win our \$5,000.00 A Week For Life SuperPrize® from Gwy. No. 3080.

From: **Maryann Carter**

*Maryann Carter*

**Respond Now**



[return to top](#)



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### CUSTOMER APPRECIATION PRIZE GUARANTEE

This Bulletin contains an opportunity to enter our Customer Appreciation Prize (Giveaway No. 2224). This prize has been reserved for a customer of Publishers Clearing House. **THERE IS NO PURCHASE NECESSARY FROM THIS OR ANY FUTURE BULLETIN TO ENTER TO WIN THIS PRIZE.** This Customer Appreciation Prize is a limited opportunity not being offered to the general public. To enter, just follow the instructions in this Bulletin. You will win a Customer Appreciation Prize if your timely entry from this Bulletin is selected as a winner.

general public. To enter, just follow the instructions in this Bulletin. You will win a Customer Appreciation Prize if your timely entry from this Bulletin is selected as a winner.

Only candidates invited to enter can qualify to be named a customer appreciation winner. To be considered for selection as a winner, submit this Bulletin's Online Entry Form by December 9th (11:59 PM, ET), 2013.

## WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.

You've received this commercial email because you are registered with [poh.com](http://poh.com).



You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#).

If you have any questions regarding Publishers Clearing House or other [poh.com](http://poh.com) sweepstakes, please visit the [poh.com](http://poh.com).

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2014 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.






PUBLISHERS CLEARING HOUSE OFFICIAL ENTRY-ORDER DOCUMENT					
 <p>SERIES F6175A</p>	<h1>\$8,000.00-A-WEEK FOR LIFE</h1> <p>THIS FORM FOR ORDERERS ONLY. IF NOT ORDERING, SEE OFFICIAL RULES FOR ENTRY DETAILS.</p>				
<p>RETURN THIS DOCUMENT TO ARRIVE BY 11/18/13 OR EARLY DEADLINE OF 11/11/13.</p>					
<p><b>1. PRIZE NUMBER(S) VALIDATION</b></p> <p>I understand that I have been granted the MOST Registered Prize Numbers during this Gwy. #3080 TV promotion, each one fully eligible to win \$8,000.00-A-Week For Life. I have indicated my Prize Number(s) option choice with the label I am affixing at right and am returning this document by the appropriate deadline.</p>	<p>TO ENTER, AFFIX APPROPRIATE PRIZE NUMBER(S) VALIDATION LABEL FROM PRIZE NUMBER OPTIONS DOCUMENT HERE</p>				
<p><b>ONLY &amp; FINAL NOTICE:</b> <b>MOST OPPORTUNITIES TO WIN</b> <b>THIS UPGRADED</b> <b>NOVEMBER 26TH PRIZE!</b></p>	<p><b>URGENT:</b> To validate ALL EIGHT (8) Prize Numbers, you MUST RETURN this form by the 11/11/13 EARLY DEADLINE!</p>				
<p>NO PURCHASE OR FEE NECESSARY TO ENTER. A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.</p> <p>Sweepstakes facts included on separate insert.</p>					
<p><b>2. ORDERING REWARDS ACTIVATION</b></p> <p>I ACCEPT this opportunity to shop at home and try up to four (4) items RISK-FREE by placing order stamp(s) below and understand that I may order with confidence and a complete NO-HASSLE money-back guarantee.</p> <p><b>FREE CUSTOMER REWARDS:</b></p> <ul style="list-style-type: none"> <li>&gt; FREE CREDIT FREE INSPECTION</li> <li>&gt; SEND NO MONEY NOW</li> <li>&gt; DEFERRED PART PAY WITH NO EXTRA FEES</li> <li>&gt; 100% SATISFACTION GUARANTEED</li> </ul>	<p>KATE EVERETT Product Director</p> <p><b>CLAIM BONUS POINTS</b></p> <p>Claim your MAXIMUM Bonus Points and Savings - place an order today!</p> <p>-Kate</p>				
<p>Please say "Yes" and place at least <u>one</u> order today!</p>					
<p><b>IMPORTANT:</b> To activate ALL YOUR Customer Rewards, place at least 1 order stamp here</p>	<table border="1"> <tr> <td> <p>TO ORDER 1st ITEM PLACE STAMP HERE</p> <p>Thank you!</p> </td> <td> <p>TO ORDER 2nd ITEM PLACE STAMP HERE</p> <p>Much appreciated!</p> </td> <td> <p>TO ORDER 3rd ITEM PLACE STAMP HERE</p> <p>Thanks for your loyal patronage!</p> </td> <td> <p>TO ORDER 4th ITEM PLACE STAMP HERE</p> <p>wow - we're overwhelmed!</p> </td> </tr> </table>	<p>TO ORDER 1st ITEM PLACE STAMP HERE</p> <p>Thank you!</p>	<p>TO ORDER 2nd ITEM PLACE STAMP HERE</p> <p>Much appreciated!</p>	<p>TO ORDER 3rd ITEM PLACE STAMP HERE</p> <p>Thanks for your loyal patronage!</p>	<p>TO ORDER 4th ITEM PLACE STAMP HERE</p> <p>wow - we're overwhelmed!</p>
<p>TO ORDER 1st ITEM PLACE STAMP HERE</p> <p>Thank you!</p>	<p>TO ORDER 2nd ITEM PLACE STAMP HERE</p> <p>Much appreciated!</p>	<p>TO ORDER 3rd ITEM PLACE STAMP HERE</p> <p>Thanks for your loyal patronage!</p>	<p>TO ORDER 4th ITEM PLACE STAMP HERE</p> <p>wow - we're overwhelmed!</p>		

EXHIBIT Q

ORDER TODAY TO AVOID FORFEITURE  
OF YOUR BONUS POINTS!

Bonus points may be used to get the very best discounts and deals in this notice. But if you don't take advantage now, they'll be lost forever! So be sure to check out our exciting offers – you're sure to find something to try! Then use your green "CLAIM" Bonus Points Pass below.

▼ IF ORDERING, PLEASE RETURN CLAIM PASS BELOW ▼

CLAIMBONUS POINTS

TOTAL POINTS: 2,500

IF ORDERING, PLEASE CHECK BOX AT RIGHT AND RETURN THIS PASS

☐ YES, ORDER ENCLOSED

2013 13 46 6175

WOW! The MAXIMUM level of Bonus Points – the MOST we ever offer!

▼ IF NOT ORDERING, PLEASE RETURN FORFEIT PASS BELOW ▼

FORFEITBONUS POINTS

TOTAL POINTS: 2,500

IF NOT ORDERING, PLEASE CHECK BOX AT RIGHT AND RETURN THIS PASS

☐ NO ORDER ENCLOSED

2013 13 46 6175

226

**OFFICIAL RULES**

All entries received from this Bulletin by the entry deadline stated below will be eligible for all Giveaways listed herein. You will win the prizes promoted in this Bulletin if you submit a timely entry from this Bulletin and have the number that matches the winning number and/or your entry is selected in a random drawing at giveaway end. Extra Giveaway details may appear on the back page of Official Rules.

You may receive multiple entry opportunities into our ongoing Giveaways. Various presentations of these Giveaways using various prizes/prize values may be presented to the public. The winning entry will be eligible for the prize configuration promoted in the Bulletin from which it comes. A winner's prize may be supplemented up to the maximum amount of the Giveaway at PCH's option.

Winners will be notified by mail or in person at our option. Prize award dates promoted in this Bulletin may be adjusted to accommodate travel arrangements and scheduling conflicts. The entrant named on the winning entry form will be considered the winner. Winner must be located and sign an Affidavit of Eligibility within 30 days or we will select an alternate winner. Acceptance of prize constitutes permission to use winner's name and likeness for promotional purposes, unless prohibited by law.

If the matching winning number from a Giveaway having a prize range has not been returned at Giveaway end, the minimum base prize amount alone is guaranteed to be awarded to an alternate winner by second chance random drawing among eligible entries at Giveaway end. In the event the winning number is duplicated for any Giveaway, there will be a random drawing among such duplicated numbers to determine a winner.

Board of Judges' decisions are final. Giveaways may be ended early for promotional purposes, and all prizes awarded at a correspondingly early date, in which case all eligible entries will be included in the winner selection process. Taxes are the winner's responsibility. We do not accept entries from a third party nor entries sent in bulk. We are not responsible for lost, delayed, misdirected or mutilated mail or any errors that may have occurred in the printing of this Bulletin. Principals and employees of Publishers Clearing House, its affiliates and subsidiaries, contest processors, their immediate families and the Board of Judges are not eligible. All federal, state and local laws apply. Offers for prize amounts of \$50,000.00 or more through this mailing are void in Texas.

Publishers Clearing House may pass your name and address to other reputable organizations. As a result, you may be contacted with other suitable offers and promotions. If you do not wish to receive any offers from other organizations, please let us know by calling the number or writing to us at the address below.

To receive future Sweepstakes opportunities, to obtain our most recent list of winners, or if you wish to stop receiving Bulletins from us, just let us know by calling the number or writing to us at the address below.

**ALL PRIZES GUARANTEED TO BE AWARDED AS OFFERED  
NO PURCHASE OR PAYMENT NECESSARY TO ENTER**

**BULLETIN SPECIFICS:** Entry Deadline of November 18, 2013. To become eligible for 7 additional chances to win our November 26th Special Early Look \$8,000.00 A-Week-For-Life SuperPrize® from Giveaway No. 3080, your entry must arrive by the November 11, 2013 early deadline.

Prizes will be paid as follows: If the matching winning number for our Special Early Look SuperPrize Event from Giveaway No. 3080 comes from this Bulletin and is returned by the deadline, the winner will receive \$8,000.00 A-Week-For-Life with a guaranteed minimum of \$1,000,000.00. Win a \$1,000,000.00 prize in a Second Chance Drawing from Giveaway No. 3080 and you will receive \$25,000.00 a year for 29 years, and a final payment of \$275,000.00 in the 30th year. If the matching winning number for our \$1,000,000.00 SuperPrize from Giveaway No. 3577 comes from this Bulletin and is returned by the deadline, the winner will receive \$25,000.00 a year for 29 years and a final payment of \$275,000.00 in the 30th year. Periodic payments (e.g. daily, weekly, monthly) may be paid in advance for up to one year, for any year during which such periodic payments are due to be made. Present value of Giveaway Nos. 3080 and 3577 will vary depending on interest rates and market conditions at the time of the award. All other prizes will be paid in full by check at time of award, unless otherwise noted.

Giveaway Nos. 3080, 3577, 2764, 2765, 3046 and 2231 are open to residents of the U.S., U.K. and Canada. Giveaway Number 2891 is limited to U.S. residents. Giveaway No. 3916 is open to residents of the U.S. and Canada. Void where prohibited. All Giveaways are void in the province of Quebec and residents of that province are not eligible to enter or win.



© 2013

Publishers Clearing House

pch.com

1.800.266.0303



facebook.com/pch

**How to enter our Giveaways:** If you are placing an order from this Bulletin, to enter the sweepstakes promoted affix your appropriate Prize Numbers Validation Label to your Official Entry-Order Document and mail it to arrive by the deadline. If you are not ordering, to enter all Giveaways promoted in this Bulletin, call 1-800-481-4724 by the deadline and follow the instructions. A purchase won't improve an individual's chance of winning. Note the early deadline date for 7 additional chances to win \$8,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080.

**SWEEPSTAKES FACTS**

PRIZE/VALUE	GIVEAWAY NO.	END DATE	EST. ODDS OF WINNING
Up to \$8,000.00 A-Week-For-Life†	3080	*8/31/15	1 in 1,300,000,000
\$1,000,000.00	3577	*8/31/15	1 in 1,300,000,000
\$25,000.00	3046	*12/2/13	1 in 85,577,400
\$10,000.00	2764	*12/31/13	1 in 310,000,000
\$2,000.00	2765	*12/31/13	1 in 142,000,000
\$2,000.00 (2 @ \$1,000.00)	3916	11/18/13	1 in 319,000
\$1,000.00	2891	*2/28/14	1 in 996,000**
\$100.00	2231	*12/31/13	1 in 690,000***

\* Winner may be determined earlier. See Official Rules for details.

† If the Special Early Look winning number is not timely returned or ineligible, a second chance drawing will be held among timely eligible entrants to award a \$1,000,000.00 SuperPrize on 11/26/13 payable in accordance with the Official Rules.

\*\* Odds are an average of the estimated odds of winning from all 210 areas involved in this promotion (210 prizes of \$1,000.00). Actual odds of winning for each area will fluctuate depending on population and response to this and other selected Bulletins.

\*\*\* Odds are an average of the estimated odds of winning from all first and last name initial combinations involved in this promotion (676 prizes of \$100.00). Actual odds of winning will fluctuate depending on response to this and other selected Bulletins.

**You Have Not Yet Won. All Entries Have The Same Chance of Winning.** The winner has not been identified. We don't know who the winner is. If you enter our Sweepstakes, your entry will have the same chance to win as every other entry.

**Enter For Free.** You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in these Official Rules.

**Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing to us at the address below. Each time you write to us you will be entered once into each ongoing Sweepstakes. Each entry request must be mailed separately.

**Buying Won't Help You Win.** Your chances of winning without a purchase are the same as the chances of someone who buys something. It would not be lawful to give any advantage to buyers in a Sweepstakes.

**Order Risk-Free with Our No-Hassle Cancel and Return Policy**

You may cancel any magazine subscription or return any merchandise item ordered through Publishers Clearing House up to 120 days from receipt of shipment, if not completely satisfied, for any reason. You will receive a full credit (including any shipping and handling) on all issues not yet delivered and on any product returned within this time frame. All credits will first be applied to any open balance you may have with us. If you do not have an open balance on your account, a refund check will be issued and should arrive within 6-8 weeks. At Publishers Clearing House we process orders the day they arrive and notify publishers and suppliers to start service immediately. Weekly magazines are in the mail to you in just 3 to 4 weeks – 5 at the most. Monthly magazines take a few weeks more. Your satisfaction is our main priority.





**Publishers Clearing House**  
101 Winners Circle | Port Washington, NY 11050

## WINNER SELECTION LIST DISQUALIFICATION NOTICE

**FINAL & ONLY CALL!**  
**DISQUALIFICATION WARNING**  
FOR \$7,000.00 A WEEK FOR LIFE PRIZE NUMBER



██████████ if your claim to the forthcoming Prize Number is received after the October 26th deadline passes, said Number will be disqualified. It will not be added to the Winner Selection List for you and you cannot win \$7,000.00 A Week For Life with it just weeks from now!

**Act Now**



The Winner Selection List is the official record of entries eligible to win a \$7,000.00 A Week For Life SuperPrize® on 11/26/13 from Giveaway #3080. All timely entries are on this list.



DOCUMENT

**2013**



**PRIZE EVENT DATE: NOV. 26<sup>TH</sup>**

Dear ██████████

**Your Lifetime Prize Number is in danger of  
DISQUALIFICATION!**

MUST RESPOND BY:  
**OCT. 26<sup>TH</sup>**  
ENTRY DEADLINE

Provided you respond as directed, the Prize Number to be assigned solely to you will be added to the Winner Selection List making it eligible to win \$7,000.00 A Week For Life on November 26th!



**DO NOT IGNORE! This is your Final & Only Call to claim this Lifetime Prize Number before the October 26th (11:59PM, ET) deadline. It is extremely important that your Prize Number does not end up on the List of Disqualified Numbers.**



**Should disqualification occur, it will eliminate your prize number from consideration** when we take a special early look for the winning number because only numbers on the Winner Selection List can win \$7,000.00 A Week For Life just weeks from now!

**With \$7,000.00 A Week For Life at stake Mr. [REDACTED] you are strongly advised to enter promptly to avoid disqualification!**

Sincerely,



Deborah Holland  
Executive Vice President

**Act Now**

[return to top](#)



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### NOVEMBER 26TH SUPERPRIZE EVENT

**Giveaway No. 3080:** We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.

You've received this commercial email because you are registered with [poh .com](#).



You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other [poh .com](#) sweepstakes, please visit the [poh .com](#):

[Info Center](#) [229acy Policy](#)

internet users or by any of the equipment, programming or software associated with or utilized in connection with the sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.





# Action Required To Avoid Forfeiture Of \$7,000.00 A Week For Life Prize Number

**Act Now**
**ATTENTION:**
**Mr. [REDACTED]**

## NOTICE OF WINNING NUMBER FOUND REPORT

Re:

**November 26th**  
**\$7,000.00**  
**A Week**  
**For Life Prize**

If the number issued from this very Notice turns out to be the matching winning number it will appear on the Winning Number Found Report and prize number owner will be awarded \$7,000.00 A Week For Life on Nov. 26th.

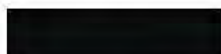

 Action Required By:  
**10/10/13**

 PRIZE NUMBER  
AWAITING ISSUANCE

**9261 107**

 PRIZE WINNER TO BE ANNOUNCED: **11/26/13 ON NBC-TV**

 ELIGIBLE TO WIN: **\$7,000.00 A Week For Life**

 PRIZE  
NUMBER  
RECIPIENT:

 BACKGROUND: **PREVIOUS ENTRANT**

CITY:


**Respond Now**


Mr. [REDACTED] your forthcoming Prize Number will appear on the Winning Number Found Report if it matches the winning number and you have entered promptly to assure it can be found.

**This number MUST BE CLAIMED and YOUR ACTION IS REQUIRED** to preserve its rights to any money it may soon win for you from Gwy. No. 3080.

A timely registered matching Winning Number means \$7,000.00 A Week For Life will be awarded by the Prize Patrol on November 26th.

Even though you've entered recently, Mr. [REDACTED] for this opportunity to be rid of financial worries forever you need to respond this time to give your new Prize Number its chance to be found on drawing day when we take a "Special Early Look" for a winner.

**DO NOT MISS** the **October 10th (11:59PM, ET)** entry deadline, thereby passing on this opportunity to Win for Life!



WARNING: PERMANENT FORFEITURE OF YOUR RIGHTS TO THIS FORTHCOMING NUMBER WILL OCCUR IF YOU MISS THE ENTRY DEADLINE AND YOU WILL HAVE NO RECOURSE TO CLAIM ANY MONEY IT COULD HAVE WON.

We'll be looking for the WINNING NUMBER FOUND REPORT -- will I see your Prize Number on it?

Sincerely,

*Deborah Holland*

Deborah Holland  
Executive Vice President

Respond Now



**P.S. PRIZE ZONE ALERT!** [REDACTED] our search for a Major Prize Winner of \$1,000.00 from the [REDACTED] TV area Prize Zone from Gwy. No. 2891 includes the [REDACTED] neighborhood. Respond now!



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### NOVEMBER 26TH PRIZE EVENT

Giveaway No. 3080: We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### \$1,000.00 LOCAL PRIZE AWARD GUARANTEE

Publishers Clearing House guarantees to award 210 \$1,000.00 prizes in a nationwide Giveaway (Gwy. No. 2891). A prize will be awarded in your local TV viewing area (or "Designated Market Area" as defined by Nielsen Media Research). This award could take place in your city/town since it's within this Designated Market Area.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with pch.com.

You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other pch .com sweepstakes, please visit the pch .com:

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.

[13429AUHD]



[REDACTED] - Millions of Dollars are at Stake!

PCH EXECUTIVE OFFICES  
101 Winners Circle • Port Washington, NY 11050

C8650b

# WARNING!

&gt;

&lt;

**You have a recent entry on file - thank you.  
But please note: failure to respond to this Notice  
will automatically activate this WAIVER.**


**[REDACTED], IF YOU DO NOT RETURN YOUR OFFICIAL ENTRY  
VALIDATION & ORDER FORM AS INSTRUCTED YOU WILL:**

- **AUTOMATICALLY WAIVE** your ownership of  
Mega Prize Number 175091368115
- **AUTOMATICALLY WAIVE** your number's  
permanent admission onto the Winner Selection List  
for the \$1 Million + \$5,000.00 A Week For Life Mega Prize
- **AUTOMATICALLY WAIVE** your opportunity to win  
Millions of Dollars from this Notice

LIPS - WSAN



*Don't let this happen to you.  
Respond today, before it's too late!*

  
**FINAL DATE FOR  
SUBMISSION:**11/18/13

DEBORAH HOLLAND  
EXECUTIVE VICE PRESIDENT

MICHAEL COLLINS  
CONTROLLER

TODD SLOANE  
SENIOR VICE PRESIDENT



Message Update:

**MOST  
OPPORTUNITIES  
TO WIN!**

The amount of Prize Numbers issued to you in this Notice has been upgraded. You now have the **MOST** opportunities to win the **NOV. 26TH PRIZE** from Giveaway #3080. To validate **ALL PRIZE NUMBERS** granted to you herein, you **MUST CHOOSE** the EARLY DEADLINE option! (**WARNING: This option expires on 11/11/13!**)

Mr. [REDACTED] --

WOW! \$8,000.00 EVERY SINGLE WEEK FOR LIFE! That's the UPGRADED Set For Life Prize that Publishers Clearing House is authorized to award on November 26th! What else is there to say?

Well, [REDACTED] as a recipient of this Notice, you now also have the MOST opportunities to win this upcoming award!

I'm pleased to inform you that eight (8) Registered Prize Numbers – each eligible to be selected the winning number in just a few weeks – have been assigned to you, Mr. [REDACTED]. Only you can win with these numbers!

Consider, [REDACTED] that many state lotteries charge up to thirty dollars for one (1) chance to win a prize this big. You now have eight (8)! And it's absolutely free!

Wouldn't bank checks for \$8,000.00, delivered to 15 [REDACTED] St. [REDACTED] in [REDACTED] be a welcome sight every week?

If you're working, you could quit your job and take early retirement! Even if you're not, you could certainly enjoy an extravagant lifestyle and begin taking that long-awaited cruise or vacation, pay off your bills and credit cards, and make sizable donations to your favorite charities!

Mr. [REDACTED] the winner will have complete financial security for

Continued ...

the rest of their life because right after receiving the first \$8,000.00 weekly payment, ANOTHER \$8,000.00 check will show up in the mailbox the following week! And another \$8,000.00 the week after that! And it keeps on going ... week after week after week!

Your eight (8) Prize Numbers are already on the Official List on which all numbers eligible to win this special prize are recorded. It is against this list that the winning number will definitely be matched when we take a special early look for it in just a few weeks.

There's only one caveat:

To validate ALL EIGHT (8) PRIZE NUMBERS in your name, you **MUST** use the Early Deadline Option and respond by 11/11/13!

**ONLY & FINAL NOTICE  
FOR THIS  
UPGRADE!**

If you don't respond by the November 11th Early Deadline, you will only be able to validate one (1) prize number – just like everyone else not receiving this notice!

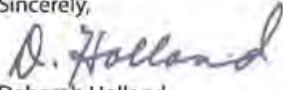
Don't let that happen! Your claim to all eight (8) Prize Numbers will expire if we don't receive it by midnight on 11/11/13, and with it, all these EXTRA opportunities to win a prize of a lifetime – **\$8,000.00-A-Week – EVERY WEEK – for life!**

Don't risk blowing what is being offered to you here: the MOST opportunities ... for this exciting Prize Event... for FINANCIAL ASSURANCE ... for the REST OF YOUR LIFE!

Don't even wait for the early deadline! Respond today!

**WINNER FOR PRIZE EVENT  
ANNOUNCED NOVEMBER 26TH  
DURING NBC NIGHTLY NEWS  
WITH BRIAN WILLIAMS**

Sincerely,



Deborah Holland  
Executive Vice President

P.S. You'll also be pleased to know that winners are GUARANTEED from this Bulletin (Gwy. #3916)!





[front]



[back]

## SWEEPSTAKES FACTS

PRIZE/VALUE	GIVEAWAY NO.	END DATE	EST. ODDS OF WINNING
\$5,000.00 A-Week-For-Life	3080	*8/31/15	1 in 1,300,000,000
\$500.00	3887	*3/31/14	1 in 553,000

\* Winner may be determined earlier. See Official Rules for details

**You Have Not Yet Won. All Entries Have The Same Chance Of Winning.** The winner has not been identified. We don't know who the winner is. If you enter our Sweepstakes, your entry will have the same chance to win as every other entry.

**Enter For Free.** You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in the Official Rules.

**Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050. Each time you write to us you will be entered once into each ongoing Sweepstakes. Each entry request must be mailed separately.

**Buying Won't Help You Win.** Your chances of winning without a purchase are the same as the chances of someone who buys something. It would not be lawful to give any advantage to buyers in a Sweepstakes.





[front]



[back]



## SWEEPSTAKES FACTS

PRIZE/VALUE	GIVEAWAY NO.	END DATE	EST. ODDS OF WINNING
\$1,000,000.00 Lump-Sum Plus \$5,000.00 A-Week-For-Life	3080	*8/31/15	1 in 1,300,000,000
\$1,000,000.00	3577	*8/31/15	1 in 1,300,000,000
\$10,000.00 U.S. Savings Bond (or the \$10,000.00 current cash equivalent)	2764	*12/31/13	1 in 310,000,000
\$1,900.00 (1 @ \$1,000.00; 1 @ \$900.00)	3975	12/27/13	1 in 262,000
\$900.00 (1 @ \$500.00; 1 @ \$400.00)	3974	12/27/13	1 in 262,000
Up to \$600.00 (2 @ up to \$300.00)	3977	12/27/13	1 in 262,000
\$100.00	2231	12/31/13	1 in 690,000**

\*Winner may be determined earlier. See Official Rules for details.

\*\* Odds are an average of the estimated odds of winning from all first and last name initial combinations involved in this promotion (676 prizes of \$100.00). Actual odds of winning will fluctuate depending on response to this and other selected Bulletins.

**You Have Not Yet Won. All Entries Have The Same Chance Of Winning.**  
The winner has not been identified. We don't know who the winner is. If you enter our Sweepstakes, your entry will have the same chance to win as every other entry.

**Enter For Free.** You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in the Official Rules.

**Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050. Each time you write to us you will be entered once into each ongoing Sweepstakes. Each entry request must be mailed separately.

**Buying Won't Help You Win.** Your chances of winning without a purchase are the same as the chances of someone who buys something. It would not be lawful to give any advantage to buyers in a Sweepstakes.

Good News, Mr. [REDACTED]: Your previous entry has been successfully processed and you are now entitled to a **SPECIAL BONUS OPPORTUNITY**.

**WIN \$1,000.00 A DAY EVERY WEEKDAY FOR LIFE!**

Respond By: December 2nd(11:59 PM, ET)

*Plus, You've Qualified for an Additional Bonus Opportunity! 2*

**Lucky 7's**  
Win Up To \$100,000.00!

Scratch 7 7 7  
7 7 7

◀ Play Now!

Click the button below to uncover 3 matching prize amounts.

**Click To Scratch**

Gameplay No. 2764



Good News, Mr. [REDACTED] Your previous entry has been successfully processed and you are now entitled to a **SPECIAL BONUS OPPORTUNITY.**

Gwy. No. 3080

**WIN \$1,000.00 A DAY  
EVERY WEEKDAY FOR LIFE!**



Respond By: December 2nd(11:59 PM, ET)

*Plus, You've Qualified for an Additional Bonus Opportunity! 2*

**Lucky 7's**  
Win Up To \$100,000.00!

 PEN LUCKY 7 SELECTION GAME	<b>7</b> \$50,000.00	<b>77</b> \$70,000.00	<b>777</b> \$100,000.00
	<b>77</b> \$70,000.00	<b>777</b> \$100,000.00	<b>777</b> \$100,000.00

Glueaway No. 2764

**YOU DID IT!**

Entry Instructions:  
Now continue on to submit your Entry/Order Form by the deadline for your opportunity to win this prize amount!

▼

[REDACTED] you can successfully claim all of these customer-only benefits by simply placing any order today!

**Don't miss out!** Find something you'd like to try and add it to your cart now.

And remember, an order would be **GREATLY APPRECIATED!**👍

## Customer **BENEFITS** Approval Confirmed

- > BUY NOW, PAY LATER PRIVILEGE
- > NO CREDIT CARD REQUIRED
- > 14-DAY RISK-FREE INSPECTION
- > 100% SATISFACTION GUARANTEE



**HUGE MAGAZINE**

 pch.com



# **SUPER DEAL** OF THE WEEK **HOGE MAGAZINE** **SAVINGS!** START SHOPPING NOW!

IF ORDERING: PAY NOTHING NOW! NO CREDIT CARD REQUIRED!

Ordering is easy! Simply click the "ADD TO CART" buttons below to add items to the Shopping Cart. Choose up to 3 item(s) now. **SEND NO MONEY NOW!** You can pay in 4 easy installments. Also, your order is backed by our HASSLE-FREE GUARANTEE.

**SUPER DEAL!**

**12 Issues for \$10!**



**Make Your Life Stylish, Sexy & Fun!**

*Information on relationships and romance*

*The latest in fashion and beauty and women's health and well-being*

*Celebrity secrets, entertainment news and more!*

[MORE INFO](#)

Cosmopolitan

12 issues / 1 YR.

Cover Price: ~~\$47.98~~ PCH Price: ~~\$22.99~~ Now Only: **\$10.00**

4 PAYMENTS  
EACH ONLY:

**\$2.50\***

[Add To Cart](#) +

**SUPER DEAL!**

**Shopping Cart**

No Items In Cart



**SHOPPING CART EMPTY**

To order, simply click the **ADD TO CART** button for the item(s) you wish to purchase.  
**Pay Nothing Now - No Credit Card Required - Satisfaction Guaranteed**

111

Page 1

[Continue](#) ➔

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).  
For Magazine Offers, applicable sales tax will be added in WA.

NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.

Your Merchandise order should arrive in about 2 to 4 weeks.  
For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores. No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

\*This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

\*\*\*PLEASE NOTE: We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings: if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit:  
[www.pch.com/pricetips](http://www.pch.com/pricetips)

© 2012 Publishers Clearing House TW429


SWEEPSTAKES FACTS			
PRIZE	GIVEAWAY NUMBER	ENDING DATE	ESTIMATED ODDS OF WINNING
\$10 Million	830	*1/31/02	1 in 100,000,000
\$1 Million	825	*1/31/02	1 in 60,000,000
\$25,000.00	799	*12/31/01	1 in 50,000,000

\*Winner may be determined earlier.  
See Official Rules for Details.

- **You Have Not Yet Won. All Entries Have The Same Chance Of Winning.** The winner has not been identified. We don't know who the winner is. If you enter our sweepstakes, your entry will have the same chance to win as every other entry.
- **Enter For Free.** You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in the Official Rules.
- **Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050. Each time you write us you will be entered once in each ongoing Sweepstakes. Each entry request must be mailed separately.
- **Buying Won't Help You Win.** Your chances of winning without a purchase are the same as the chances of someone who buys something. It would not be lawful to give any advantage to buyers in a sweepstakes.

(Facts Disclosure Exhibit from 2001 Settlement)



 Publishers Clearing House

\*\*\*\*\*OFFICE OF THE EXECUTIVE VICE PRESIDENT\*\*\*\*\*

## Action Required To Avoid Forfeiture Of \$7,000.00 A Week For Life Prize Number

**Act Now** 

ATTENTION:

Mr. [REDACTED]

### NOTICE OF WINNING NUMBER FOUND REPORT

Re:

**November 26th  
\$7,000.00  
A Week  
For Life Prize**

if the number issued from this very Notice turns out to be the matching winning number it will appear on the Winning Number Found Report and prize number owner will be awarded \$7,000.00 A Week For Life on Nov. 26th.



Action Required By:  
**10/10/13**

PRIZE NUMBER  
AWAITING ISSUANCE

**8173 452** [REDACTED]

PRIZE WINNER TO BE ANNOUNCED: **11/26/13 ON NBC-TV**

ELIGIBLE TO WIN: **\$7,000.00 A Week For Life**

PRIZE  
NUMBER  
RECIPIENT

[REDACTED]

BACKGROUND: **PREVIOUS ENTRANT**

CITY:

[REDACTED]

**Respond Now** 

**WARNING: PERMANENT FORFEITURE OF YOUR RIGHTS TO THIS FORTHCOMING NUMBER WILL OCCUR IF YOU MISS THE ENTRY DEADLINE AND YOU WILL HAVE NO RECOURSE TO CLAIM ANY MONEY IT COULD HAVE WON**

Mr. [REDACTED], your forthcoming Prize Number will appear on the Winning Number Found Report if it matches the winning number and you have entered promptly to assure it can be found.

This number **MUST BE CLAIMED** and **YOUR ACTION IS REQUIRED** to preserve its rights to any money it may soon win for you from Gwy. No. 3080.

A timely registered matching Winning Number means \$7,000.00 A Week For Life will be awarded by the Prize Patrol on November 26th.

Even though you've entered recently, Mr. [REDACTED], for this opportunity to be rid of financial worries forever you need to respond this time to give your new Prize Number its chance to be found on drawing day when we take a "Special Early Look" for a winner.


**DO NOT MISS** the October 10th (11:59PM, ET) entry deadline, thereby passing on this opportunity to Win for Life!

We'll be looking for the **WINNING NUMBER FOUND REPORT** -- will I see your Prize Number on it?

Sincerely,

*Deborah Holland*

Deborah Holland  
Executive Vice President

**Respond Now** 

**P.S. PRIZE ZONE ALERT!** [REDACTED] our search for a Major Prize Winner of \$1,000.00 from the [REDACTED] TV area Prize Zone from Gwy. No. 2891 includes the [REDACTED] neighborhood. **Respond now!**



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### NOVEMBER 26TH PRIZE EVENT

**Giveaway No. 3080:** We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### \$1,000.00 LOCAL PRIZE AWARD GUARANTEE

Publishers Clearing House guarantees to award 210 \$1,000.00 prizes in a nationwide Giveaway (Gwy. No. 2891). A prize will be awarded in your local TV viewing area (or "Designated Market Area" as defined by Nielsen Media Research). This award could take place in your city/town since it's within this Designated Market Area.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.

You've received this commercial email because you are registered with [pch.com](#).



You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#).

If you have any questions regarding Publishers Clearing House or other [pch.com](#) sweepstakes, please visit the [pch.com](#).

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.

[13429AUHD]





**Publishers Clearing House**  
101 Winner Circle | Port Washington, NY 11053

**GOOD NEWS, [REDACTED]: YOUR FORTHCOMING  
PRIZE NUMBER WILL BE ADDED TO THE WINNER  
SELECTION LIST FOR YOU!  
**RESPOND NOW TO CLAIM IT.****



*A NOV. 26<sup>th</sup> LIFETIME PRIZE WINNER COULD RECEIVE ALL THIS!*

**\$7,000.00 A WEEK FOR LIFE PLUS  
A \$50,000.00 CASH BONUS!**

**CAUTION:** Don't let your forthcoming Lifetime Prize Number miss out on Winner Selection List placement for you! Failure to respond by the deadline will result in permanent forfeiture of any prize payments that could be won by you from this number.

**Continue**

The Winner Selection List is the official Publishers Clearing House record of all entries that are eligible to win \$7,000.00 A Week For Life on 11/26/13 from Giveaway No. 3080. All timely eligible entries are on this list.



**Re: \$7,000.00 A WEEK FOR LIFE  
PLUS \$50,000.00 CASH BONUS**

**PRIZE EVENT  
SCHEDULED FOR  
11/26/13**

Dear Mr. [REDACTED]

I'm pleased to inform you the Gold Cash Cards issued in your name are proof that your forthcoming Lifetime Prize Number will definitely be activated on the Winner Selection List for you. Your prompt action is required.

The winner selection list is the official Publishers Clearing House record of all entries eligible to win \$7,000.00 A Week For Life on November 26, 2013. You must claim this number by 11:59 pm ET on 10/17/13 or your right to its place on the Winner Selection List will be forfeited.

Your recent entry was received and processed. Be advised YOU MUST RESPOND TO THIS NOTICE by the deadline to save your right to this new number's position on the Winner Selection List! A winning number will soon be selected in our special early look event, and we're sure you'd hate to find out it could have been yours but was assigned to someone else due to lack of response.

This is your **ONLY AND FINAL NOTICE** on this number, Mr. [REDACTED]. Don't forfeit a number to be placed on the Winner Selection List for you. Claim your number by responding today!



Sincerely,

*Deborah Holland*

Executive Vice President

**Continue**

[return to top](#)



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### NOVEMBER 26TH SUPERPRIZE EVENT

**Giveaway No. 3080:** We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 6/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000,000 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with pch.com.



You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other pch.com sweepstakes, please visit the pch.com!

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any inaccuracy or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Fort Washington, NY 11050.



**Publishers Clearing House**  
101 Winners Circle | Port Washington, NY 11050

WINNER SELECTION IMMINENT

## LIFETIME PRIZE PAYOUT

Decision Requested For November 26th Prize Event

Enter by

28

SEPT 2013

Name: [REDACTED]

Address on file: [REDACTED]

### Directive:

You are hereby directed to Accept or Amend this Lifetime prize payout decision below by 11:59pm, ET on September 28th!

### TO ACCEPT

The Weekly Payout Option Of:

**\$7,000.00**

**A WEEK FOR LIFE**

\$7,000.00 PAYMENTS WOULD GO ON  
WEEK AFTER WEEK FOR AN ENTIRE  
LIFETIME

### TO AMEND

To A Yearly Payout Option Of:

**\$364,000.00**

**A YEAR FOR LIFE**

\$364,000.00 PAYMENTS WOULD GO  
ON YEAR AFTER YEAR FOR AN  
ENTIRE LIFETIME

**Choose Now** ▶

EXECUTIVE VICE PRESIDENT, PUBLISHERS CLEARING HOUSE

Mr. [REDACTED] as you can see, you have 2 choices here. Both would be life-changing, but now is the time to decide which would be better for you!

Should you, [REDACTED] of [REDACTED], become a Lifetime Prize winner from this Notice on Nov. 26th, our file must indicate whether you:

- Ⓐ **A. ACCEPT this \$7,000.00 Every WEEK  
For Life payout option**

**OR**

## B. AMEND this payout option to \$364,000.00 Every YEAR For Life

Don't delay! Very soon we'll be taking a special early look for a winner from Gwy. No. 3080. I urge you to make your decision NOW if you want to win one of these prize options!



**Continue**



[return to top](#)



Become a Fan on [facebook](#)



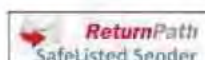
Follow us on [twitter](#)

### NOVEMBER 26TH SUPERPRIZE EVENT

**Giveaway No. 3080:** We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with pch .com.



You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other pch .com sweepstakes, please visit the pch .com!

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 251ers Circle, Fort Washington, NY 11050.

113403AUHDI



# LIFETIME PRIZE PAYOUT DECISION FORM

Mr. [REDACTED] on November 26th, the Prize Patrol will have to know which prize payout option you would like to receive should you be selected a lifetime winner from this notice! It is now up to you to ACCEPT the Yearly payment option we have on file or AMEND it to payments every Week For Life!



**We must have your decision on file!**

**TO ACCEPT**  
The Yearly Payout Option Of:

**\$7,000.00**  
**A WEEK FOR LIFE**

NAME :  
[REDACTED]  
[REDACTED]

**ACCEPT** ▶

**TO AMEND**  
To A Weekly Payout Option Of:

**\$364,000.00**  
**A YEAR FOR LIFE**

NAME :  
[REDACTED]  
[REDACTED]

**AMEND** ▶

All recipients of this notice are being asked to make a payout decision.

OFFICIAL PUBLISHERS: CLEASING HOUSE PRIZE PAYOUT DECISION DOCUMENTATION

# LIFETIME PRIZE PAYOUT DECISION FORM

OFFICIAL PUBLISHED CLEARING HOUSE PRIZE PAYOUT DECISION DOCUMENTATION

Mr. [REDACTED] on November 26th, the Prize Patrol will have to know which prize payout option you would like to receive should you be selected a lifetime winner from this notice! It is now up to you to ACCEPT the Yearly payment option we have on file or AMEND it to payments every Week For Life!



**Your Decision Has Been Made**



All recipients of this notice are being asked to make a payout decision.

## Customer Benefits Claim:

Smart Shopper: [REDACTED] Address on file: [REDACTED] in [REDACTED]



[REDACTED] choose to place any order today and CLAIM these incredible Customer Benefits:

- \*\*\* NO CREDIT CARD REQUIRED
- \*\*\* PAY NOTHING NOW!
- \*\*\* NO-HASSLE RETURN POLICY

Review all of the incredible deals below now and remember... AN ORDER IS GREATLY APPRECIATED!



**IF ORDERING: PAY NOTHING NOW! NO CREDIT CARD REQUIRED!**

Ordering is easy! Simply click the "ADD TO CART" buttons below to add items to the Shopping Cart. Choose up to 1 item(s) now. SEND NO MONEY NOW! You can pay in 4 easy installments. Also, your order is backed by our HASSLE-FREE GUARANTEE.

Save up to 75%!

Save up to 75%!



**SHOPPING CART EMPTY**

To order, simply click the ADD TO CART button for the item(s) you wish to purchase.  
**Pay Nothing Now - No Credit Card Required - Satisfaction Guaranteed**

Page 1

Continue



\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).

For Magazine Offers, applicable sales tax will be added in WA.

**YOU HAVE NOT YET WON. WE DON'T KNOW WHO THE WINNER IS.  
NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.**

Your Merchandise order should arrive in about 2 to 4 weeks.

For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

**\*\*PLEASE NOTE:** We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices).

© 2013 Publishers Clearing House. TW409



## OFFICIAL ENTRY/ORDER FORM

▶ **SUBMIT THIS FORM TO ENTER**

### 1 CONTEST ELIGIBILITY

I, [REDACTED] with a timely entry, am hereby claiming full eligibility rights to my unique prize number(s) to be issued from this Notice. I would like to win the prize(s) listed below.



PCH Publishers Clearing House

**OPTION AMENDED:**

**\$364,000.00**

**A YEAR FOR LIFE**

Giveaway Number(s) 3060

### REGISTRATION INFORMATION

[REDACTED]  
[REDACTED]

Edit Info



### 2 CUSTOMER ORDERING BENEFITS

I, [REDACTED] am forfeiting my customer benefits - 100% Satisfaction Guarantee, No Credit Card Required and Pay Nothing Now privilege. I have not selected an item to order below.

**WON'T YOU RECONSIDER?**  
**AN ORDER WOULD BE APPRECIATED**

ITEMS IN CART: 0

1) [REDACTED]

Take Another Look

To See The Products Again,  
[CLICK HERE](#)

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).

For Magazine Offers, applicable sales tax will be added in WA.

YOU HAVE NOT YET WON. WE DON'T KNOW WHO THE WINNER IS.  
NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.

**Submit Entry!**



Your Merchandise order should arrive in about 2 to 4 weeks.  
For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

\*PLEASE NOTE: We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses.  
Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices)

© 2013 Publishers Clearing House TW409

# APPENDIX 1

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

Anthony R. Pratkanis  
DEPARTMENT OF PSYCHOLOGY  
Santa Cruz, CA 95064  
PHONE & FAX: (831) [REDACTED]

E-MAIL: [REDACTED]

February 10, 2014

The Honorable Bill Nelson  
Chair  
United States Senate Special Committee on Aging

The Honorable Susan M. Collins  
Ranking Member  
United States Senate Special Committee on Aging

Dear Senators Nelson and Collins:

In a letter from the U.S. Senate Special Committee on Aging I was asked to assist in a review of recent promotional materials distributed by Publishers Clearing House.

In response to this request, I prepared the document entitled: "Report of Anthony Pratkanis Requested by the U.S. Senate Special Committee on Aging in Regards to Marketing Efforts by Publishers Clearing House."

I thank you for the opportunity to present this report and for the vital work your committee does in addressing the needs and concerns of senior Americans.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony R. Pratkanis", is written over a horizontal line.

Anthony R. Pratkanis  
Professor of Psychology

Report of Anthony Pratkanis Requested by the U.S. Senate Special Committee on  
Aging in Regards to Marketing Efforts by Publishers Clearing House

Prepared by:

Anthony Pratkanis  
Department of Psychology  
University of California,  
Santa Cruz, CA 95064

February 10, 2014



Report of Anthony Pratkanis Requested by the U.S. Senate Special Committee on  
Aging in Regards to Marketing Efforts by Publishers Clearing House

The purpose of this report is to respond to the U.S. Senate Special Committee on Aging request to assist in a review of recent promotional materials distributed by Publishers Clearing House. Specifically, I was asked to lend my expertise to:

“the evaluation of the messages contained in these materials – as they would be interpreted by their targeted audiences, including senior citizens—with a particular focus on messages related to a consumer’s prospect of winning and/or suggestions that consumer should place an order.”

The Special Committee on Aging supplied a set of communications from Publishers Clearing House, which I subsequently read and reviewed.

As way of background, I am an experimental social psychologist, having obtained my Ph.D. in social psychology from the Ohio State University in 1984, and am currently a professor of psychology at the University of California at Santa Cruz. My primary area of research and study is social influence and belief formation, including mass communications, deceptive advertising, sales practices, and economic fraud. I have authored or co-authored over six dozen scholarly articles and other publications dealing with these and related topics. Among these publications are books entitled *Age of Propaganda* (2001), which deals explicitly with mass media and the formation of belief and *Weapons of Fraud* (2006), which describes the influence tactics used by fraud criminals. In 2001, I was called as an expert witness by the State of Oregon to testify in their case against Publishers Clearing House. The Appendix contains a copy of my vita, which more fully sets forth my credentials and publications.

In conducting the review and assessment requested by the U.S. Senate Special Committee on Aging, I based my findings and conclusions on the scientific work in the field of consumer behavior and on the related field of the science of social influence (Cialdini, 1984; Pratkanis, 2006; 2007). This body of knowledge allows us to conduct a social influence analysis in order to specify the social influence and persuasion tactics being used in a marketing communication and thus understand what message a reasonable consumer is likely to take away from the communication and how consumers process information – for example, a disclaimer – in the sales situation.

The following is a summary of my analysis of the Publishers Clearing House materials.

1. ***The use of sweepstakes as a promotional tool in marketing.*** Businesses sometimes use sweepstakes to market their products. Typically, such sweepstakes are limited in duration and focus and are used to obtain such goals as (a) creation of a contact or mailing list (e.g., a local business running a drawing to gather names and addresses; in such cases repeat entry is not seen as a positive) and (b) gain attention, interest, and excitement to induce readership of an ad or a visit to a store or website (e.g., McDonald’s Monopoly Game; HGTV’s Dream Home). The reason marketers often limit the duration and focus of sweepstakes as a promotional tool is because, in addition to cost, sweepstakes tend to undermine the

goal of branding – consumers read an ad, visit a store, or make a purchase because of an extrinsic reward (sweepstakes participation) as opposed to intrinsic reasons (the quality of the brand). Consumers obtained via sweepstakes promotions are often poor long-term prospects (see Stone, 1984, p. 64; Hatch & Jackson, 1998, pp. 316-317).

In contrast, Publishers Clearing House uses sweepstakes extensively to promote and sell its products. Indeed, the Publishers Clearing House brand is synonymous with “sweepstakes.” Publishers Clearing House uses sweepstakes to gather a list of contacts who are then repeatedly asked to make more sweepstakes entries. Publishers Clearing House continually uses sweepstakes to drive interest in their products such as magazine subscriptions and merchandise. In such cases Publishers Clearing House uses their sweepstakes to differentiate itself from competitors since magazine subscriptions are generally a commodity (same offer given via multiple sources).

**2. *Sweepstakes and deceptive marketing practices.*** A sweepstakes potentially becomes an illegal lottery if the consumer must provide a consideration (such as money or make a purchase) in order to enter the sweepstakes (Baier, 1983). Thus, to meet this legal requirement, businesses provide easy mechanisms for entering a sweepstakes that do not require a purchase.

A marketing communication about a sweepstakes can also be deceptive if a reasonable consumer (those who are targeted by the communication) understands the communication as saying or implying that a purchase is needed to win a sweepstakes or a purchase increases the chances of winning. This would be deceptive because a purchase does not increase the chances of winning (else it would be an illegal lottery).

The Direct Marketing Association – the leading global trade association of businesses and nonprofit organizations using direct media to communicate and sell to consumers -- provides guidelines for the responsible use of sweepstakes in marketing in Articles 22 to 27 of the *Direct Marketing Association Guidelines for Ethical Business Practices*. The practices encouraged by the DMA include: (a) clearly state that no purchase is required to win sweepstake prizes and (b) do not represent that those who make a purchase have a better chance of winning.

**3. *How Publishers Clearing House sells merchandise.*** A social influence analysis of Publishers Clearing House’s past and current marketing practices reveals four primary communication goals of their marketing efforts.

First, Publishers Clearing House creates a sense of urgency to motivate the consumer to perform desired actions. For example, communications from Publishers Clearing House state: “Disqualification Warning,”; “Final & Only Call [...] Your Lifetime Prize Number is in Danger of DISQUALIFICATION!”; “Action Required to Avoid Forfeiture”; and “WARNING! You have a recent entry on file – thank you. But please note: failure to respond to this Notice will automatically activate this WAIVER.” These statements encourage a consumer to take action (such as go to a web page) to prevent the loss of something of value.

Second, Publishers Clearing House seeks to place the consumer in “the winning moment.” In other words, they seek to have the consumer imagine winning the sweepstakes in order to further motivate desired actions. Publishers Clearing House does this by having a consumer sign a declaration stating that he or she is eligible to win a prize, providing materials such as “Stay Rich Tips for New Winners,” and supplying detailed maps along with information about local florist and hotels to suggest that the “Prize Patrol” is coming to the consumer’s area.

Third, Publishers Clearing House’s marketing encourages customers to establish a special relationship with Publishers Clearing House by engaging in desired activities including purchasing magazines and merchandise. For example, one communication encourages a consumer to accept an “adjustment” that would then put the recipient’s entry into a special category that “would be among less than 1% eligible to win.” Another communication in the form of an Internet pop up shows an order status meter to indicate that a consumer will derive “special customer benefits” from placing an order. Publishers Clearing House also implies that this relationship will be monitored by Publishers Clearing House with a communication that states: “order activity will be reviewed weekly.” One consequence of not ordering can result in the loss of bonus points: “Order today to avoid forfeiture of your bonus points!” (with the meaning of bonus points left vague). Another communication presents a video that calls the targeted consumer by name and states that Publishers Clearing House’s files show that the customer wants to win; this is followed by a merchandising messaging encouraging purchase.

Fourth, Publishers Clearing House’s communications emphasizes that there is an obligation to make a purchase as part of participating in a sweepstakes. For example, one of Publishers Clearing House’s current marketing communications puts it succinctly: “... the Prize Patrol can continue to give away fabulous prizes only as long as people like you take advantage of our fabulous deals!” Other communications remind the consumer of her or his order status immediately before entering the sweepstakes with statements such as: “Order History Review: No Order Ever Placed” and “WAIT! We See That You ARE NOT PLACING AN ORDER!” Another communication places this reminder next to a list of winners from the recipient’s local area: “Order today, and we will Update Your Order Status.”

**4. *Publishers Clearing House and past legal action.*** Marketers often use persuasion and social influence tactics in a non-deceptive manner to sell their product. Marketing communication goals such as creating urgency, imagining product benefits, and establishing relationships with consumers are commonly used by marketers and can be used in a fair, non-deceptive manner. However, in the late 1990s, the United States Senate Committee on Governmental Affairs’ Permanent Subcommittee on Investigations and the Attorneys General of the majority of states became concerned that Publishers Clearing House’s marketing practices had a tendency and capacity to deceive by conveying a message that ordering magazines and other merchandise would increase the odds of winning. For example, a consumer may be misled to the extent that he or she is led to believe that a purchase is needed to establish a special relationship with Publishers Clearing House and that those with a special relationship would be among the sweepstakes prize winners. Thus, there is urgency to act and purchase because the consumer is close to winning the prize (as indicated by such activities as the prize patrol lining up florists and hotels in the area).



As a result of their concerns, various state Attorneys General engaged in litigation against Publishers Clearing House resulting in three settlements with Publishers Clearing House (2000, 2001, and 2010). In addition to monetary awards, Publishers Clearing House agreed in 2001 and 2010 to various changes in their solicitations to consumers. Some of these requirements (among others) include: (a) prohibiting the representations that a customer may be or may become a winner or is likely or close to winning, (b) disallowing statements linking purchasing to winning and giving the impression that the purchaser has an advantage in the sweepstakes, (c) proscribing messages suggesting the loss of previous entries unless an action is taken, (d) requiring a disclosure in a clear and conspicuous manner of sweepstakes information including a Prize Data Grid and Sweepstakes Facts (such as “Enter for free.” and “Buying won’t help you win.”), and (e) maintaining a demarketing program for heavy purchasers of Publishers Clearing House subscriptions and merchandise.

From the perspective of a social influence analysis, the requirements in these agreements would help reduce the chances that a reasonable consumer would be misled by a Publishers Clearing House communication and thus results in a fair and level playing field for competing businesses.

**5. *Concluding Summary.*** After reviewing the documents representing Publishers Clearing House’s current marketing effort provided by the U.S. Senate Special Committee on Aging, I share the Committee’s concern that there appears to be messages that may mislead or confuse a consumer about her or his chances of winning a prize (imagining the winning moment), that the consumer is receiving special attention and has or should have a special relationship with Publishers Clearing House, and that there may be a relationship between purchasing and winning a prize.

## References

Baier, M. (1983). *Elements of direct marketing*. New York: McGraw-Hill.

Cialdini, R. B. (1984). *Influence: How and why people agree to things*. New York: Morrow.

Direct Marketing Association Guidelines for Ethical Business Practices (accessed November, 2013)  
available at: <http://thedma.org/compliance/>

Hatch, D., & Jackson, D. R. (1998). *2,239 tested secrets for direct marketing success*. Lincolnwood, IL: NTC Business.

Pratkanis, A. R. (2006). Why would anyone do or believe such a thing? A social influence analysis. In R. J. Sternberg, H. Roediger, III, & D. Halpern (Eds.), *Critical thinking in psychology* (pp. 232-250). Cambridge: Cambridge University Press.

Pratkanis, A. R. (2007). Social influence analysis: An index of tactics. In A. R. Pratkanis (Ed.), *The science of social influence: Advances and future progress* (pp.17-82). Philadelphia: Psychology Press.

Pratkanis, A. R., & Aronson, E. (2001). *Age of propaganda: The everyday use and abuse of persuasion* (2nd ed.). New York, NY: W. H. Freeman.

Pratkanis, A. R., & Shadel, D. (2005). *Weapons of fraud: A source book for fraud fighters*. Seattle: AARP.

Stone, B. (1984). *Successful direct marketing methods* (3rd ed.). Chicago, IL: Crain Books.

RON WYDEN, OREGON  
ROBERT P. CASEY JR, PENNSYLVANIA  
CLAIRE McCASKILL, MISSOURI  
SHELDON WHITEHOUSE, RHODE ISLAND  
KIRSTEN E. GILLIBRAND, NEW YORK  
JOE MANCHIN III, WEST VIRGINIA  
RICHARD BLUMENTHAL, CONNECTICUT  
TAMMY BALDWIN, WISCONSIN  
JOE DONNELLY, INDIANA  
ELIZABETH WARREN, MASSACHUSETTS

## APPENDIX 2

### United States Senate

SPECIAL COMMITTEE ON AGING

WASHINGTON, DC 20510-6400

(202) 224-5364

SUSAN M. COLLINS, MAINE,  
RANKING MEMBER

BOB CORKER, TENNESSEE  
ORRIN HATCH, UTAH  
MARK KIRK, ILLINOIS  
DEAN HELLER, NEVADA  
JEFF FLAKE, ARIZONA  
KELLY AYOTTE, NEW HAMPSHIRE  
TIM SCOTT, SOUTH CAROLINA  
TED CRUZ, TEXAS

January 24, 2014

Mr. Andrew Goldberg  
Chief Executive Officer  
Publishers Clearing House  
382 Channel Drive  
Port Washington, NY 11050

Dear Mr. Goldberg:

In the course of investigating the promotion of sweepstakes, this Committee has reviewed hundreds of mailings, including paper and electronic mailings distributed by Publishers Clearing House (PCH). As you know, in 2000, 2001, and 2010, PCH voluntarily entered into Consent Agreements in which the company agreed to refrain from various practices that, according to state Attorneys General, were prone to deceiving consumers, especially the elderly.

Among its commitments, PCH agreed to refrain from sending messages that might mislead a consumer into believing he is close to winning a prize or he is receiving individualized attention from PCH. The company also agreed not to mislead a consumer into believing a history of orders from the company is in some way linked to the odds of winning a prize. Furthermore, PCH agreed to eliminate games that communicate a false message that the recipient was lucky to achieve an outcome. Finally, PCH committed to providing various clear and conspicuous disclosures.

The Committee has been examining PCH mailings and seeks your company's input as to the nature of its communications with the public, including whether you believe PCH communications fully comply with both the letter and spirit of the Consent Agreements. To assist the Committee in evaluating these concerns, please provide a detailed explanation of the current process by which mailings are examined for compliance with the applicable Consent Agreement(s), including whether all mailings are reviewed, by whom, and against what standards.

Additionally, please answer the below questions, which address specific PCH mailings, to provide the company's perspective as to whether these communications are in full compliance with the Consent Agreements.

#### **1. Verified Prize Level Statistics (Attachment 1)**

This solicitation contains a section entitled "Verified Prize Level Statistics," which includes a graphic indicating that 40 percent of entries are eligible to win the available prize. The graphic also states: "By accepting this adjustment your entry would be among less than 1% eligible to win."



- a. Please provide an explanation of the basis for the Verified Prize Level Statistics graphics and corresponding text, including what factors determined who received this special entry opportunity and how, by responding, the recipient can be among less than 1 percent eligible to win.
- b. Do you believe some reasonable consumers may interpret this mailing to indicate that they were specially selected to receive the mailing, their odds of winning are greater than at least some subset of other entrants, or other entrants were eliminated from the sweepstakes? Please explain.

## **2. Official Entry-Order Document (Attachment 2)**

This “Official Entry-Order Document,” the form by which a recipient typically enters a sweepstakes through the mail, explains: “to validate ALL EIGHT (8) Prize Numbers, you MUST RETURN this form by the 11/11/13 EARLY DEADLINE!” It also reads: “This form for orders only. If not ordering, see official rules for entry details.”

- a. Please explain how you reconcile these two statements—(1) that a consumer must return this form to validate his prize numbers and (2) that the form is for orders only—without requiring, or at least encouraging, a consumer to make a purchase in order to receive his sweepstakes entries.
- b. Do you believe this document might lead some reasonable consumers to believe they must place an order to receive the eight available entries? Please explain.

## **3. Lucky 7’s (Attachment 3)**

“Lucky 7’s,” an online sweepstakes entry opportunity, offers the recipient a chance to “win up to \$100,000.” The recipient is asked to click a graphic to uncover three matching prize amounts; doing so reveals three \$100,000 figures, along with two lesser amounts, and the message “you did it!”

- a. What percentage of players of the “Lucky 7’s” game receives the most desirable outcome, an entry into the \$100,000 sweepstakes?
- b. Assuming all or the vast majority of participants receive an entry into the \$100,000 sweepstakes, do you believe the statement that a consumer may win “up to” this amount, along with the display of two lesser outcomes and the congratulatory “you did it,” may lead a recipient to falsely believe he achieved the most desirable outcome? Please explain.

## **4. Disclosures (Attachments 4 and 5)**

Sections 23 to 29 of your 2001 Consent Agreement with state Attorneys General address various disclosure requirements, including a requirement that a Sweepstakes Facts Disclosure appear in some mailings that offer a sweepstakes entry opportunity.

PAGE 3

- a. Does your interpretation of Sections 24 to 26 and 29 of the 2001 Consent Agreement require PCH to include The Sweepstakes Facts Disclosure in the text of an email that offers a sweepstakes entry opportunity? Please explain.
- b. Do you believe Attachment 4 fully complies with the 2001 Consent Agreement's disclosure requirements? Please explain.

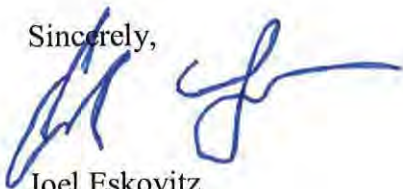
The Consent Agreements also require that various disclosures appear clearly and conspicuously. For example, according to the 2001 Agreement, when PCH requests information concerning a recipient's preference regarding the characteristics of a prize, PCH must clearly and conspicuously disclose the text "You have not Yet Won. We Don't Know Who the Winner Is." Clear and conspicuous means "readily understandable and presented in such a size, color, contrast, location, and audibility, compared to other matter with which it is presented, as to be readily noticed and understood."<sup>1</sup>

- c. Do you believe the disclosure in Attachment 5, which is representative of how this and other disclosures are often displayed in PCH mailings, appears clearly and conspicuously as defined in the 2001 Agreement? Please explain.
- d. Do you believe some consumers may overlook this disclosure, given its size, color, and location relative to other materials in the mailing? Please explain.

Please provide the Committee with a written response no later than February 7, 2014. If you have any questions, please feel free to contact me at 202-224-5364.

Your assistance in this matter is greatly appreciated. Your response will further the Committee's understanding of the amount and quality of information available to consumers as they participate in the PCH sweepstakes.

Sincerely,



Joel Eskovitz  
Chief Counsel, U.S. Senate Special Committee on Aging  
Senator Bill Nelson, Chairman

[enclosures]

---

<sup>1</sup> See, e.g., 2001 Consent Agreement between Publishers Clearing House and the State of Colorado (Section 10, p. 4).





PCH Publishers Clearing House

Issued to: [REDACTED]

Address: 15 [REDACTED] Washington



## LIFETIME PRIZE ADJUSTMENT CERTIFICATE

WEEKLY CASH PAYOUT: **ELEVATED PRIZE LEVEL**

AUTHORIZED BY:

*Michael Collins*

MICHAEL COLLINS, CONTROLLER



This certifies that the person identified above will become fully eligible to win an **adjusted Lifetime Prize**, delivered by the PCH Prize Patrol, with a weekly cash payout of:

**\$6,750.00**

(Six Thousand, Seven Hundred Fifty Dollars)

The adjusted prize payout of \$6,750.00 A Week For Life would be presented to a Lifetime Prize winner from this special Notice.

[REDACTED], don't risk **LOSING OUT** on this **ELEVATED Prize Level!**

**Adjust Now**



### Verified Prize Level Statistics

**\$1,000,000.00 SuperPrize**



Most entries for this gwy. are eligible to win this prize value from a second chance

**\$5,000.00 A Week For Life**



Some entries for this gwy. are eligible to win this prize

**ELEVATED PRIZE LEVEL**

**\$6,750.00 A Week For Life**



By accepting this adjustment your entry would be among less than 1% eligible to win

\*Each [REDACTED] in the illustration above represents up to 5% of entries offered for giveaway #3080



Good news, [REDACTED].

Your previous entry was received and has been successfully recorded on our files. Thank you. Now I have more exciting news!

**Your Lifetime Prize eligibility with your forthcoming Personal Prize Number from this Notice is now authorized for an ELEVATED Prize Level Adjustment!**

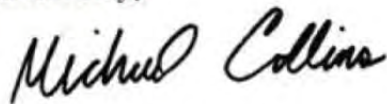
That means that should it be selected the matching winning number for Giveaway #3080 -- you would win a Lifetime Prize that would be adjusted from weekly payments of \$5,000.00 to \$6,750.00 A-Week for the rest of your life!

In fact, you'll notice in the Verified Prize Level Statistics above that a very small number – **less than one percent (1%)** of all entries for this giveaway – are authorized to go for this Elevated Level weekly payout for this Lifetime Prize and [REDACTED]'s is one of them!

Recipients of this Notice, like you, are already authorized to go for this ELEVATED prize level payout ... **DON'T STOP NOW!**

This exciting prize adjustment means that even more money is now at stake, but the September 5 (11:59PM, ET) entry deadline is fast approaching. **Respond today and go for IT ALL!**

Sincerely,




Michael Collins  
Controller

**Adjust Now**



PS: Online-Only EXCLUSIVE! [REDACTED], you could win \$10,000.00 CASH on September 18th from Gwy. No. 3044! Don't risk losing out -- Respond at once!

## Attachment 2



**PUBLISHERS CLEARING HOUSE**  
**OFFICIAL ENTRY-ORDER DOCUMENT**

SERIES  
F6175A

# \$8,000.00-A-WEEK FOR LIFE

THIS FORM FOR ORDERERS ONLY.  
IF NOT ORDERING, SEE OFFICIAL  
RULES FOR ENTRY DETAILS.

RETURN THIS DOCUMENT TO ARRIVE BY 11/18/13 OR EARLY DEADLINE OF 11/11/13.

### 1. PRIZE NUMBER(S) VALIDATION

I understand that I have been granted the MOST Registered Prize Numbers during this Gwy. #3080 TV promotion, each one fully eligible to win \$8,000.00-A-Week For Life. I have indicated my Prize Number(s) option choice with the label I am affixing at right and am returning this document by the appropriate deadline.

TO ENTER,  
AFFIX APPROPRIATE  
PRIZE NUMBER(S)  
VALIDATION LABEL  
FROM PRIZE NUMBER  
OPTIONS DOCUMENT  
HERE

**ONLY & FINAL NOTICE:**  
**MOST OPPORTUNITIES TO WIN**  
**THIS UPGRADED**  
**NOVEMBER 26TH PRIZE!**

**URGENT:** To validate ALL EIGHT (8) Prize Numbers, you MUST RETURN this form by the 11/11/13 EARLY DEADLINE!

To expedite processing, your 10-Digit I.D. Number printed on your Validation label must show through the window where indicated on the enclosed Official Reply Envelope.

NO PURCHASE OR FEE NECESSARY TO ENTER. A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.  
Sweepstakes facts included on separate insert.

### 2. ORDERING REWARDS ACTIVATION

I ACCEPT this opportunity to shop at home and try up to four (4) items RISK-FREE by placing order stamp(s) below and understand that I may order with confidence and a complete NO-HASSLE money-back guarantee.

**FREE CUSTOMER REWARDS:**

- > FREE CREDIT FREE INSPECTION
- > SEND NO MONEY NOW
- > DEFERRED PART PAY WITH NO EXTRA FEES
- > 100% SATISFACTION GUARANTEED

**CLAIM BONUS POINTS**

KATE EVERETT  
Product Director

Claim your  
MAXIMUM Bonus Points  
and Savings - place an  
order today!  
-Kate

Please say "Yes" and place at least one order today!

**IMPORTANT:**  
To activate ALL YOUR Customer Rewards, place at least 1 order stamp here.

TO ORDER 1st ITEM PLACE STAMP HERE	TO ORDER 2nd ITEM PLACE STAMP HERE	TO ORDER 3rd ITEM PLACE STAMP HERE	TO ORDER 4th ITEM PLACE STAMP HERE
Thank you!	Much appreciated!	Thanks for your loyal patronage!	wow - we're overwhelmed!

13-NP4600H  
F6175  
04



Attachment 3

Good News, Mr. [REDACTED] Your previous entry has been successfully processed and you are now entitled to a **SPECIAL BONUS OPPORTUNITY.**

Gwy. No. 3080

**WIN \$1,000.00 A DAY  
EVERY WEEKDAY FOR LIFE!**



Respond By: December 2nd(11:59 PM, ET)

*Plus, You've Qualified for an Additional Bonus Opportunity! 2*

**Lucky 7's**  
Win Up To \$100,000.00!

7	7	7
7	7	7

Click the button below to uncover 3 matching prize amounts.

**Click To Scratch**

Giveaway No. 2764



Good News, Mr. [REDACTED]: Your previous entry has been successfully processed and you are now entitled to a **SPECIAL BONUS OPPORTUNITY.**

Gwj. No. 3080

**WIN \$1,000.00 A DAY  
EVERY WEEKDAY FOR LIFE!**



Respond By: December 2nd (11:59 PM, ET)

*Plus, You've Qualified for an Additional Bonus Opportunity! ↴*

**Lucky 7's**  
Win Up To \$100,000.00!

 7 \$50,000.00	77 \$90,000.00	777 \$100,000.00
77 \$90,000.00	777 \$100,000.00	777 \$100,000.00

**YOU DID IT!**

Entry Instructions:  
Now continue on to submit your Entry/Order Form by the deadline for your opportunity to win this prize amount!

Glueaway No. 2764

[REDACTED] you can successfully claim all of these customer-only benefits by simply placing any order today!

**Don't miss out!** Find something you'd like to try and add it to your cart now.

And remember, an order would be **GREATLY APPRECIATED!** 🍷

## Customer **BENEFITS** Approval Confirmed

- BUY NOW, PAY LATER PRIVILEGE
- NO CREDIT CARD REQUIRED
- 14-DAY RISK-FREE INSPECTION
- 100% SATISFACTION GUARANTEE



**HUGE MAGAZINE**

 pch.com



# **SUPER DEAL** OF THE WEEK **HOGE MAGAZINE** **SAVINGS!** START SHOPPING NOW!

IF ORDERING: PAY NOTHING NOW! NO CREDIT CARD REQUIRED!

Ordering is easy! Simply click the "ADD TO CART" buttons below to add items to the Shopping Cart. Choose up to 3 item(s) now. SEND NO MONEY NOW! You can pay in 4 easy installments. Also, your order is backed by our HASSLE-FREE GUARANTEE.

**SUPER DEAL!**

**12 Issues for \$10!**



**Make Your Life Stylish, Sexy & Fun!**

*Information on relationships and romance*

*The latest in fashion and beauty and women's health and well-being*

*Celebrity secrets, entertainment news and more!*

[MORE INFO](#)

Cosmopolitan

12 issues / 1 YR.

Cover Price: ~~\$47.98~~ PCH Price: ~~\$22.00~~ Now Only: **\$10.00**

4 PAYMENTS  
EACH ONLY:

**\$2.50\***

[Add To Cart](#)

**SUPER DEAL!**

**Shopping Cart**

No Items In Cart



**SHOPPING CART EMPTY**

To order, simply click the ADD TO CART button for the item(s) you wish to purchase.  
**Pay Nothing Now • No Credit Card Required • Satisfaction Guaranteed**

111

Page 1

[Continue](#)

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).  
For Magazine Offers, applicable sales tax will be added in WA.

NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.

Your Merchandise order should arrive in about 2 to 4 weeks.  
For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores. No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

\*\*\*PLEASE NOTE: We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices).


© 2013 Publishers Clearing House TW499



## Attachment 4

Notice of Winning Number Found Report Issued!

Can't see images? [Click Here](#) | Mobile Users [Click Here](#) | Please add us to your Contacts

 Publishers Clearing House

\*\*\*\*\*OFFICE OF THE EXECUTIVE VICE PRESIDENT\*\*\*\*\*

# Action Required To Avoid Forfeiture Of \$7,000.00 A Week For Life Prize Number

**Act Now** ▶

ATTENTION:

Mr. [REDACTED]

## NOTICE OF WINNING NUMBER FOUND REPORT

Re:

**November 26th  
\$7,000.00  
A Week  
For Life Prize**

If the number issued from this very Notice turns out to be the matching winning number it will appear on the Winning Number Found Report and prize number owner will be awarded \$7,000.00 A Week For Life on Nov. 26th.



Action Required By:  
**10/10/13**

PRIZE NUMBER  
AWAITING ISSUANCE

**8173 452 509**

PRIZE WINNER TO BE  
ANNOUNCED: **11/26/13 ON NBC-TV**

ELIGIBLE  
TO WIN: **\$7,000.00 A Week For Life**

PRIZE  
NUMBER  
RECIPIENT:



BACKGROUND: **PREVIOUS ENTRANT**

CITY: **Washington**

**Respond Now** ▶

**WARNING: PERMANENT FORFEITURE OF YOUR RIGHTS TO THIS FORTHCOMING NUMBER WILL OCCUR IF YOU MISS THE ENTRY DEADLINE AND YOU WILL HAVE NO RECOURSE TO CLAIM ANY MONEY IT COULD HAVE WON.**

Mr. [REDACTED] your forthcoming Prize Number will appear on the Winning Number Found Report if it matches the winning number and you have entered promptly to assure it can be found.

**This number MUST BE CLAIMED and YOUR ACTION IS REQUIRED** to preserve its rights to any money it may soon win for you from Gwy. No. 3080.

A timely registered matching Winning Number means \$7,000.00 A Week For Life will be awarded by the Prize Patrol on November 26th.

Even though you've entered recently, Mr. [REDACTED] for this opportunity to be rid of financial worries forever you need to respond this time to give your new Prize Number its chance to be found on drawing day when we take a "Special Early Look" for a winner.

**DO NOT MISS the October 10th (11:59PM, ET) entry deadline, thereby passing on this opportunity to Win for Life!**

We'll be looking for the WINNING NUMBER FOUND REPORT -- will I see your Prize Number on it?

Sincerely,

*Deborah Holland*

Deborah Holland  
Executive Vice President

**Respond Now** ▶

**P.S. PRIZE ZONE ALERT!** [REDACTED] our search for a Major Prize Winner of \$1,000.00 from the WASHINGTON TV area Prize Zone from Gwy. No. 2891 includes the [REDACTED] neighborhood. Respond now!



Become a Fan on [facebook](#)



Follow us on [twitter](#)

#### NOVEMBER 26TH PRIZE EVENT

Giveaway No. 3080: We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletin/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

#### \$1,000.00 LOCAL PRIZE AWARD GUARANTEE

Publishers Clearing House guarantees to award 210 \$1,000.00 prizes in a nationwide Giveaway (Gwy. No. 2891). A prize will be awarded in your local TV viewing area (or "Designated Market Area" as defined by Nielsen Media Research). This award could take place in your city/town since it's within this Designated Market Area.

#### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with [pch.com](#).



You are subscribed as [REDACTED]  
If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#).

If you have any questions regarding Publishers Clearing House or other [pch.com](#) sweepstakes, please visit the [pch.com](#)

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by Internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Writers Circle, Fort Washington, NY 11060





An Accept or Amend Decision is required, Mr. [REDACTED]

[Trouble viewing this email?](#) | Please add us to your Contacts



**Publishers Clearing House**  
101 Winners Circle | Port Washington, NY 11050

WINNER SELECTION IMMINENT

## LIFETIME PRIZE PAYOUT

Decision Requested For November 26th Prize Event

Enter by

28

SEPT 2013

Name: [REDACTED]

Address on file: [REDACTED]

### Directive:

You are hereby directed to Accept or Amend this Lifetime prize payout decision below by 11:59pm, ET on September 28th!

### TO ACCEPT

The Weekly Payout Option Of:

**\$7,000.00**

**A WEEK FOR LIFE**

\$7,000.00 PAYMENTS WOULD GO ON  
WEEK AFTER WEEK FOR AN ENTIRE  
LIFETIME

### TO AMEND

To A Yearly Payout Option Of:

**\$364,000.00**

**A YEAR FOR LIFE**

\$364,000.00 PAYMENTS WOULD GO  
ON YEAR AFTER YEAR FOR AN  
ENTIRE LIFETIME

**Choose Now** ▶

EXECUTIVE VICE PRESIDENT, PUBLISHERS CLEARING HOUSE

Mr. [REDACTED], as you can see, you have 2 choices here. Both would be life-changing, but now is the time to decide which would be better for you!

Should you, [REDACTED] of [REDACTED], become a Lifetime Prize winner from this Notice on Nov. 26th, our file must indicate whether you:

- Ⓐ **A. ACCEPT this \$7,000.00 Every WEEK  
For Life payout option**

**OR**



FROM THE DEPT. OF REVENUE HOLLAND, N.J.

## \* B. AMEND this payout option to \$364,000.00 Every YEAR For Life

Don't delay! Very soon we'll be taking a special early look for a winner from Gwy. No. 3080. I urge you to make your decision NOW if you want to win one of these prize options!



Continue



[return to top](#)



Become a Fan on [facebook](#)



Follow us on [twitter](#)

### NOVEMBER 26TH SUPERPRIZE EVENT

Giveaway No. 3080: We will be taking a Special Early Look for a SuperPrize® winner from Giveaway No. 3080. All November 26th Special Early Look online Bulletins/Promotions during the timeframe of 8/22/13 through 11/18/13 will be assigned valid SuperPrize Numbers fully eligible to win a \$7,000.00 A-Week-For-Life SuperPrize from Giveaway No. 3080 on November 26, 2013. These SuperPrize Numbers will also be fully eligible to win a guaranteed \$1 Million SuperPrize on November 26, 2013 in a Second Chance Drawing if the matching winning number for this Special Early Look SuperPrize is not returned or is ineligible. Your entry will be dated immediately upon receipt. All you need to do to participate in the winner selection process is to enter by the deadline.

### WE CARE ABOUT YOUR PRIVACY!

This is a post-only message, please do not reply.  
You've received this commercial email because you are registered with [pch.com](#).



You are subscribed as [REDACTED]

If you no longer wish to receive email from Publishers Clearing House, please [unsubscribe](#)

If you have any questions regarding Publishers Clearing House or other [pch.com](#) sweepstakes, please visit the [pch.com](#)

[Info Center](#) | [Privacy Policy](#)

Publishers Clearing House and their agencies are not responsible for any incorrect or inaccurate information or formatting, whether caused by internet users or by any of the equipment, programming or software associated with or utilized in connection with the Sweepstakes. This offer is open to all residents of the United States, Puerto Rico and APO/FPO.

© 2013 Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050.

# LIFETIME PRIZE PAYOUT DECISION FORM

Mr. [REDACTED] on November 26th, the Prize Patrol will have to know which prize payout option you would like to receive should you be selected a lifetime winner from this notice! It is now up to you to ACCEPT the Yearly payment option we have on file or AMEND it to payments every Week For Life!



**We must have your decision on file!**

## TO ACCEPT

The Yearly Payout Option Of:

**\$7,000.00**  
**A WEEK FOR LIFE**

NAME:

Washington, DC [REDACTED]

**ACCEPT** ▶

## TO AMEND

To A Weekly Payout Option Of:

**\$364,000.00**  
**A YEAR FOR LIFE**

NAME:

Washington, DC [REDACTED]

**AMEND** ▶

All recipients of this notice are being asked to make a payout decision.

OFFICIAL PUBLISHERS CLEARING HOUSE PRIZE PAYOUT DECISION DOCUMENTATION



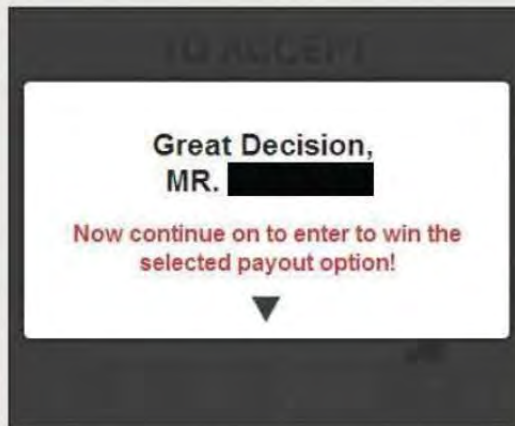
# LIFETIME PRIZE PAYOUT DECISION FORM

OFFICIAL PUBLISHERS CLEARING HOUSE PRIZE PAYOUT DECISION DOCUMENTATION

Mr. [REDACTED] on November 26th, the Prize Patrol will have to know which prize payout option you would like to receive should you be selected a lifetime winner from this notice! It is now up to you to ACCEPT the Yearly payment option we have on file or AMEND it to payments every Week For Life!



**Your Decision Has Been Made**



All recipients of this notice are being asked to make a payout decision.

## Customer Benefits Claim:

Smart Shopper: [REDACTED] Address on file: [REDACTED] in WASHINGTON



[REDACTED] choose to place any order today and CLAIM these incredible Customer Benefits:

- \*\*\* NO CREDIT CARD REQUIRED
- \*\*\* PAY NOTHING NOW!
- \*\*\* NO-HASSLE RETURN POLICY

Review all of the incredible deals below now and remember... AN ORDER IS GREATLY APPRECIATED!



**IF ORDERING: PAY NOTHING NOW! NO CREDIT CARD REQUIRED!**

Ordering is easy! Simply click the "ADD TO CART" buttons below to add items to the Shopping Cart. Choose up to 1 item(s) now. SEND NO MONEY NOW! You can pay in 4 easy installments. Also, your order is backed by our HASSLE-FREE GUARANTEE.

Save up to 75%!

Save up to 75%!

Shopping Cart

No Items In Cart





## SHOPPING CART EMPTY

To order, simply click the ADD TO CART button for the Item(s) you wish to purchase.  
**Pay Nothing Now - No Credit Card Required - Satisfaction Guaranteed**

Page 1

Continue ▶

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).

For Magazine Offers, applicable sales tax will be added in WA.

**YOU HAVE NOT YET WON. WE DON'T KNOW WHO THE WINNER IS.  
 NO PURCHASE OR FEE NECESSARY TO ENTER.  
 A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.**

Your Merchandise order should arrive in about 2 to 4 weeks.

For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
 No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

**\*\*PLEASE NOTE:** We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices).


© 2013 Publishers Clearing House TW409

## OFFICIAL ENTRY/ORDER FORM

▶ **SUBMIT THIS FORM TO ENTER**

### 1 CONTEST ELIGIBILITY

I, [REDACTED], with a timely entry, am hereby claiming full eligibility rights to my unique prize number(s) to be issued from this Notice. I would like to win the prize(s) listed below.

 Publishers Clearing House

**OPTION AMENDED:**  
**\$364,000.00**  
**A YEAR FOR LIFE**

Giveaway Number(s) 3080

### REGISTRATION INFORMATION

[REDACTED]  
Washington, DC [REDACTED]

Edit Info



### 2 CUSTOMER ORDERING BENEFITS

I, [REDACTED], am forfeiting my customer benefits - 100% Satisfaction Guarantee, No Credit Card Required and Pay Nothing Now privilege. I have not selected an item to order below.

**WON'T YOU RECONSIDER?**  
**AN ORDER WOULD BE APPRECIATED**

ITEMS IN CART: 0

1) [REDACTED] No Order Placed

Take Another Look

To See The Products Again,  
[CLICK HERE](#)

\*For Merchandise Offers, see details on applicable sales tax, shipping and handling, and other charges by [clicking here](#).  
For Magazine Offers, applicable sales tax will be added in WA.

YOU HAVE NOT YET WON. WE DON'T KNOW WHO THE WINNER IS.  
NO PURCHASE OR FEE NECESSARY TO ENTER.  
A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING.

**Submit Entry!**



Your Merchandise order should arrive in about 2 to 4 weeks.  
For information relating to timing and delivery of Magazines [click here](#).

All savings on Magazines are off cover price, except where otherwise stated.

Free gifts with magazine subscriptions are supplied by the magazine publishers. They are not available in stores.  
No maximum retail value established.

Publishers Clearing House reserves the right to reject any order. All orders are subject to meeting our acceptance criteria which may include obtaining information from one or more consumer credit reporting agencies.

This promotion is intended for users who have agreed to receive promotions from Publishers Clearing House by email. By submitting this page you are affirming your agreement to receive email from Publishers Clearing House and agreeing to PCH's [privacy policy](#).

**\*\*PLEASE NOTE:** We can only accept entry & orders from the United States, Puerto Rico and APO/FPO.

For all Horticulture items, there will be no shipping to Puerto Rico, Alaska, Hawaii or APO/FPO addresses. Horticultural goods will be shipped at the appropriate time for planting in your area. Photos for illustrative purposes only.

Extra Savings, if applicable, represents either an additional comparison to the price of the same or a similar item offered by us or others to the public, or an additional reduction in our regular price for the item.

For more information on our price comparisons, and an explanation of some of the abbreviations used in this promotion, please visit [www.pch.com/prices](http://www.pch.com/prices)

© 2013 Publishers Clearing House TW409





**HAROLD WILLIAM LOW**  
senior vice president & general counsel

February 7, 2014

Joel Eskovitz  
Chief Counsel  
U.S. Senate Special Subcommittee on Aging  
G31 Dirksen Senate Office Building  
Washington, DC 20510  
Email: Bradley\_Torppey@aging.senate.gov

Dear Mr. Eskovitz:

Thank you for providing us with an opportunity to assist the Committee in its work. As you may know, Publishers Clearing House (PCH) has been in business since 1953, when it was launched as a direct marketing agency offering discounted magazine subscriptions. Starting in 1985, the company's product offering was broadened to include a wider range of merchandise, including household and personal items, home entertainment, collectibles and more. We employ, directly or indirectly, 2,045 people at our facilities on Long Island, New York, in St. Cloud, Minnesota, and in Portland, Maine. Millions of Americans have enjoyed the sweepstakes games and opportunity to win cash prizes made available to them through our company. In fact, through our company's history, we have awarded over \$248 million in cash prizes to winners in all fifty states.

PCH shares the Committee's concerns about the dangers of fraudulent sweepstakes scams. PCH has been a leader in the direct marketing industry in voluntarily working with multiple federal and state agencies to develop tools to combat these scams. PCH also actively works with law enforcement and consumer protection officials on the issue, sharing information gathered and tracked in our anti-scam database. We regularly provide such data to law enforcement officials, including the US Postal Inspection Service, the Office of Homeland Security, the FBI and US Attorney's offices. We are one of just a handful of private companies that has been approved to contribute anti-scam data directly to the Federal Trade Commission's Consumer Sentinel Network and as such submit monthly reports on victims of fraudulent sweepstakes scams. This secure online database of consumer complaints is available only to law enforcement agencies around the country and throughout the world. See page 2 of the document at <http://www.ftc.gov/sites/default/files/documents/reports/consumer-sentinel-network-data-book-january/sentinel-cy2012.pdf>.

PCH was also invited by the US Postal Inspection Service to speak at the press conference announcing the launch of the Alliance for Consumer Fraud Awareness, a national consumer education campaign to combat the rise of "fake check" scams, among USPIS, the National Consumer League and a small number of select private companies.



Our website contains important consumer protection and education efforts designed to help consumers identify the difference between scams and legitimate sweepstakes; see, i.e., <http://info.pch.com/consumer-information/consumer-affairs-lbr-gdepartment>. Indeed, you may be interested in reading our blog post from last year applauding the Committee's efforts to combat the rising threat of off-shore and unregulated sweepstakes scams, such as those from Jamaica that your Committee highlighted during your March 2013 hearing, at <http://blog.pch.com/blog/2013/03/12/pch-supports-senate-hearings-on-jamaican-lottery-sweepstakes-fraud/>.

PCH also takes pride in our contributions as a good corporate citizen through the generous philanthropy of our owners. About 40% of our profits go directly to charitable purposes through trusts established by our founders that now own equity interests in PCH, which provide major funding for the performing arts (Lincoln Center, Public TV, New York Shakespeare Festival, the Joyce and Public Theaters in New York City), ACLU and human rights advocacy groups, environmental causes (Natural Resources Defense Council, New York Botanical Garden, Audubon Society), health, education and welfare (retinal research facilities at Lenox Hill Hospital in New York and at St. Francis Hospital on Long Island, Macula Foundation, Swarthmore College, Alzheimer's Association), and a wide variety of local community causes. In addition, PCH itself has made significant direct contributions to nationally-recognized charities, including St. Jude's Children's Research Hospital, the USO and the ASCPA, through our popular "GiveBack" program on Facebook.

PCH has an aggressive review and compliance process for our marketing materials that engages both internal and external experts and professionals. PCH is fully committed to complying with all applicable laws, FTC guidelines and the Consent Agreements you mentioned in your inquiry. In order to assure compliance with them,

- All mailings, digital as well as postal, are reviewed by our internal legal staff under my direction. Being a highly regulated activity at multiple levels, these materials are reviewed for compliance with relevant FTC, Postal, consumer protection, CAN-SPAM and state laws as well as the Consent Agreements.
- In addition, postal mailings are also reviewed in the design stage by outside counsel at Venable LLP, a nationally-recognized law firm with a specialty in advertising and consumer protection law, as Special Compliance Counsel under the 2001 Consent Agreement.
- In addition to the review by the Special Compliance Counsel at Venable, PCH also uses its own outside counsel at Manatt, Phelps & Phillips, LLP, another nationally recognized firm with specialty in advertising consumer protection, to review postal mailings for compliance with the Consent Agreements.
- Further, each calendar quarter, former Indiana Attorney General Jeff Modisett, as Ombudsperson under the 2010 Consent Agreement, has reviewed the ten most widely distributed packages, as well as two less widely distributed packages, for compliance with all three Consent Agreements.



- Chris Irving, our Assistant Vice President with responsibility for Consumer Affairs, also reviews all postal mailings in the design stage. Chris is a member and past-Chairman of the Ethics Operating Committee of the Direct Marketing Association and represents PCH as a charter member of the National Consumer League's Alliance Against Fraud. Chris is also responsible for our program under which PCH is a leading data contributor to the FTC's "Consumer Sentinel Network" database described above.
- Compliance with applicable laws, FTC guidance and industry best practices regarding email, CAN-SPAM, Online Behavioral Marketing and consumer privacy is supervised by Sal Tripi, Assistant Vice President for Digital Operations and Compliance. Sal is a member and immediate past-Chairman of the Board of the Online Trust Alliance, a public-private partnership dedicated to developing and advancing transparency and consumer trust in the system, of which the US Senate (as well as a number of federal instrumentalities) is a member. Sal also currently serves as the chairman of the Ethics Policy Committee of the Direct Marketing Association.

However, while we are confident that we are in full compliance with the Consent Agreements, we know that that is not the whole story. We understand that there are people for whom disclosures are not enough and who need additional protection. That is why PCH has also instituted programs to identify highly active consumers who may not be responding appropriately to our marketing materials. Our innovative High Activity Consumer or "HAC" program helps to identify, survey and remove customers from our mailing list who, despite clear and obvious statements to the contrary, persist in believing that a purchase improves their chances of winning, or who are generally confused or who are ordering excessively in light of their financial means. Our HAC program was incorporated into the 2000/2001 Consent Agreements, and enhanced in the 2010 Consent Agreement.

Your inquiry noted that the Committee has reviewed hundreds of mailings, and poses questions about five specific PCH mailing components. Please allow me to address your specific questions. I will address each as you described in your letter dated January 24, 2014.

1) Attachment 1

The graphics and text indicate that all or virtually all entries in the giveaway are eligible to win \$1,000,000 in a second chance drawing; that about 40% of the entries in the giveaway are eligible to win \$5,000 a week for life; and that, by responding to this notice, the recipient's will be among the less than 1% of the entries in the giveaway eligible to win the elevated prize of \$6,750 a week for life.

PCH mailings often include promotions, prizes or prize enhancements that are unique or otherwise specific to that mailing. In this case, the opportunity to go for the elevated prize level was available only to recipients of this mailing who respond by the deadline of September 5 (11:59PM ET). That response number was statistically expected to be less than 1% of the total number of entries in the giveaway. Other entries in the giveaway were not eligible to win at this elevated prize level if they did not respond by the deadline. There was no particular reason why this particular prize enhancement was offered in this mailing.



2) Attachment 2

The form contains a prominent statement at the outset that it is for orderers only. Those who wish to enter without ordering are directed elsewhere for instructions on how to do so. Accordingly, everything in the form that follows speaks only to orderers and assumes an audience of orderers only. Those persons who do wish to place an order and enter are provided with entry instructions in the form, which appear in immediate proximity to the prominent statements "NO PURCHASE OR FEE NECESSARY TO ENTER" and "A PURCHASE WON'T IMPROVE AN INDIVIDUAL'S CHANCE OF WINNING", accompanied by a reference to the Sweepstakes Facts, positioned in accordance with the requirements of the 2010 Consent Agreement.

The entry instructions in the Official Rules read in pertinent part as follows: **"If you are not ordering**, to enter all Giveaways promoted in this Bulletin, call 1-800-481-4724 by the deadline and follow the instructions. **A purchase won't improve an individual's chance of winning."** [emphasis in the original]

The Sweepstakes Facts disclosure insert included in this mailing, printed in accordance with the size and lay-out requirements of the Consent Agreements, contains a prominent "Buying Won't Help You Win" message in language authorized by the Consent Agreements.

3) Attachment 3

A substantial number (20%) of the Lucky 777 cards would, if scratched, reveal prize eligibility at the \$80,000 level (10%) and the \$90,000 level (10%). The remainder (80%) would reveal prize eligibility at the \$100,000 level.

4) Attachment 4

The email in question does not contain an entry opportunity, and recipients cannot enter the sweepstakes from the email. By clicking on the "Act Now" or "Respond Now" buttons, the recipient is taken to a webpage that contains the entry opportunity. Accordingly, disclosure of the Sweepstakes Facts appears on the webpage and is governed by the provisions of Section 29 applicable to webpages, and not those applicable to email.

5) Attachment 5

This 5-page attachment, as printed out and attached to the Committee's inquiry, consists of three separate pieces: an email, a landing webpage and (on the last page) an entry-order form. The entry-order form is the place where Consumers wishing to participate commit to a prize payment option, by clicking on the "Submit Entry!" button. The disclosures required by Section 15(c)(iii)(d)(2)(c) of the 2001 Consent Agreement, in the case of a request for information concerning the recipient's preferences regarding characteristics of a prize, appear in bolded capital



letters immediately above that button, a location that we believe is "unavoidable" in accordance with the guidance provided by the FTC's March 2013 .Com Disclosures.

With respect to your closing comment about information available to consumers, in addition to the specific anti-fraud messages mentioned above, we refer you to the consumer information and affairs tabs in the sweepstakes learning center page on our website at <http://info.pch.com/consumer-information>. In addition, our toll-free Customer Service telephone line at (800) 645-9242 includes a "no purchase necessary" reminder in the greeting and prompts consumers who may have received a fraudulent sweepstakes notice to obtain additional anti-scam messaging. Consumers who respond to the prompt may speak to a specially trained representative who will record their information for forwarding on to the Consumer Sentinel Network database

You may also be interested to know that we routinely receive between 3 and 5 times as many entries in our postal sweepstakes without orders as we do entries accompanied by an order, and in the case of the commercial email program that is the subject of most of your specific questions, we get 36 times as many non-orders as order entries. Consumers may enter our current ongoing sweepstakes without waiting for an email invitation, either with a post card through the mail or online, or through one of our many free-to-play game or search properties, entirely without cost. The great majority of our million dollar winners did not order with their winning entry.

Once again, allow me to thank you for the opportunity to assist the Committee in its work. We are hopeful that you have found this additional information to be helpful.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Harold Low", with a long, sweeping horizontal line extending to the right.

Harold William Low  
Senior Vice President & General Counsel

## APPENDIX 4



**HAROLD WILLIAM LOW**  
senior vice president & general counsel

March 31, 2014

Joel Eskovitz  
Chief Counsel  
U.S. Senate Special Subcommittee on Aging  
G31 Dirksen Senate Office Building  
Washington, DC 20510

Dear Mr. Eskovitz:

Jim Bonham has forwarded to us your recent request for information about our online practices and business. We are pleased to have this opportunity to assist the Committee in its work and appreciate your interest in our program.

Publishers Clearing House (PCH) is a leading consumer-focused voice in championing best practices in email marketing and online advertising. We are hopeful that the Committee will find the following information about our business practices to be helpful.

### eMail Marketing Practices

- PCH does not send unsolicited commercial email to consumers. In order to be added to one of our mailing lists, a consumer must first register on one of our websites and affirmatively consent to receive such email.
- PCH subjects all third parties selected to distribute email on our behalf to a comprehensive, industry-leading, pre-marketing compliance review.
- PCH does not share its email lists with third-party marketers.
- PCH commercial email is fully compliant with CAN-SPAM, including a prominent mechanism to allow consumers to unsubscribe from our mailing lists, clear identification of the sender and a postal address for the company. Unsubscribe requests are processed promptly and we scrub all campaigns against our suppression files on a daily basis.
- PCH does not, however, rely exclusively on unsubscribe requests to avoid sending unwelcome commercial email to consumers; rather, we use a number of additional sources of information to identify consumers who are no longer interested in receiving our email.
  - PCH proactively removes consumers who demonstrate a lack of interest in our program. If a consumer has not opened an email or engaged with one of our web properties



during any 30-day period, we reduce the frequency of future emails. We further reduce frequency at 60 days and, after 90 days of inactivity, we proactively stop mailing an inactive consumer. This is an industry-leading deactivation standard.

- PCH subscribes to feedback loops from top Internet Service Providers (ISPs), through which we are informed when a consumer hits the spam button, so we can remove the consumer from our mailing list.
- PCH receives feedback from TRUSTe, ReturnPath, abuse/webmaster/postmaster mailboxes and FAQ pages containing requests or other information that allows us to identify and remove from our mailing lists consumers who no longer wish to receive our email.
- PCH participates in ReturnPath's Sender Score Certification program, which monitors *inter alia* consumer engagement and satisfaction/complaints with an online marketer. Our Sender Score is consistently at or above 95 (on a scale of 1-100). To put that in perspective, a score of 80 is generally considered good by major marketers.
- PCH has adopted the DMARC email authentication specification, which protects consumers from malicious phishing and spoofing attacks purporting to be from PCH, but that in fact are coming from fraudulent or dishonest mailers. The DMARC specification is the newest and highest level of source authentication currently available in the market. For more information on the benefits of this program, please see [http://www.dmarc.org/news/press\\_release\\_20140218.html](http://www.dmarc.org/news/press_release_20140218.html)
- PCH invests heavily in tools and services to identify third-party mailers who are misleading consumers by impersonating our company or otherwise misappropriating our brand, working with major players such as Mark Monitor, Risk IQ and BrandProtect to monitor our brand on the internet and identify phishing/spoofing sites.

#### Online Advertising and Privacy

PCH is committed to informing consumers about our data use and marketing practices and to empowering consumers to make the choices that are best for them; in short, we believe in "transparency and choice".

- PCH was one of a small handful of companies invited by TRUSTe to participate in a pilot test of their TrustedAds education and choice program for online behavioral advertising. For details, see: [https://www.truste.com/about-TRUSTe/press-room/news\\_truste\\_PCH\\_TrustedAds\\_results](https://www.truste.com/about-TRUSTe/press-room/news_truste_PCH_TrustedAds_results)
- PCH was among the first to adopt the seven *Self-Regulatory Principles for Online Behavioral Advertising* released in July 2009 by the Digital Advertising Alliance. The *Principles* correspond with tenets proposed by the Federal Trade Commission in February 2009, and call for consumer



education, transparency, consumer control, data security, consent to material changes, respect for sensitive data and accountability. The DAA's Self-Regulatory Program for Online Behavioral Advertising, based on these principles, is today recognized as the premier standard for giving consumers control over the collection and use of their online browsing data.

- PCH prominently displays its online Privacy Policies, with links on every data collection page and with its opt-in opportunities, not only in full but also in the shorter, easy-to-read, highlights format recommended by the Federal Trade Commission in its March 2012 report *Protecting Consumer Privacy in an Era of Rapid Change*.
- PCH's compliance with its posted Privacy Policies is audited annually by TRUSTe, and we have been TRUSTe-certified for over eight years.
- Our website provides detailed consumer protection education and information regarding ongoing scams posing as legitimate sweepstakes. This information is regularly cited by the media and consumers as assisting in the prevention of consumer losses.

#### Supporting Industry Best Practices

PCH employees are active participants in the movement to advance best practices in online advertising and email marketing.

- Sal Tripi, Assistant Vice President of Digital Operations and Compliance, is a current member and past chair of the board of the Online Trust Alliance, a public-private partnership dedicated to developing and advancing transparency and consumer trust in the system. Sal also currently serves as the chairman of the Ethics Policy Committee of the Direct Marketing Association.
- Chris Irving, our Assistant Vice President with responsibility for Consumer Affairs, is a member and past chair of the Ethics Operating Committee of the Direct Marketing Association and represents PCH as a charter member of the National Consumer League's Alliance Against Fraud. Reports from consumers of online scams using the PCH name are forwarded by Chris and his team to the Federal Trade Commission's Consumer Sentinel Database.
- PCH regularly addresses trade groups, consumer organizations and industry gatherings on best practices in online advertising and email marketing.

#### Current State of the Program

PCH launched its website in 1999. Like many offline businesses, it took some time for us to understand the nature of the medium, and growth initially was slow. As more and more people started coming online, commercial and advertising opportunities expanded and our growth accelerated. Now, we have an engaged core audience of consumers interested in free chances to win, coupled with opportunities to play casual games, engage in online shopping, get news and search the internet, who visit our web

properties and Facebook fan pages frequently. Consumers are offered the opportunity to opt-in to email lists on the properties that interest them, which provides them with a convenient way to engage with their chosen content on a regular basis. The numbers below represent the 90-day actives (i.e., the number of people who have opted in to receive email or have actively engaged with our web properties within the last 90 days) for our principal properties. Some people subscribe to more than one list, and with this overlap the numbers below do not necessarily reflect unique individuals.

Pch.com ~ 6MM  
PCHSearch&Win ~ 4.4MM  
PCHLotto ~ 2MM  
PCHPlay&Win (casual games) ~ 1.5MM  
PCHFrontpage (content portal) ~ 1.8MM  
PCHSave&Win (coupons) ~ 445M

Email volume depends upon a particular consumer's level of activity and the contact strategy of a given property. Active consumers may receive 1 or 2 emails per day from a particular property, while less active consumers will be mailed less frequently, in some cases only once in 30 days. With all these different ways in which to engage with PCH, our online program is now many times larger than offline in terms of outgoing solicitations.

We are hopeful that you have found this additional information to be helpful. Once again, we thank you for the opportunity to assist the Committee in its work.

Very truly yours,



Harold William Low  
Senior Vice President & General Counsel



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

STATE OF ALASKA,

Plaintiff,

v.

PUBLISHERS CLEARING HOUSE,

Defendant.

CONSENT JUDGMENT

Case No. 3AN 00- 9747 CIV

PREAMBLE

Plaintiff, State of Alaska (hereafter "State"), has filed a complaint against Defendant Publishers Clearing House, charging Publishers Clearing House with engaging in unfair or deceptive trade practices in violation of Alaska's Unfair Trade Practices and Consumer Protection Act, Alaska Statutes 45.50.471 *et seq.*

Defendant Publishers Clearing House has waived formal service of a Summons and Complaint.

Plaintiff has appeared by and through its attorneys, Bruce M. Botelho, Attorney General, and Julia Coster, Assistant Attorney General.

Defendant has appeared by and through its attorneys Kenneth P. Eggers, Esq., Groh Eggers, LLC, 3201 C Street, Suite 400, Anchorage, AK 99503-3934.

Plaintiff and Defendant have agreed on a basis for settlement of all matters alleged in the complaint and to the entry of this Consent Judgment against Defendant without the need for trial or adjudication of any issue of law or fact.

Defendant, by entering into this Consent Judgment, neither admits nor denies the allegations of the complaint.

Defendant recognizes and states that this Consent Judgment is entered into voluntarily and that no promises have been made by the Attorney General's Office or any member, officer, agent or representative thereof to induce them to enter into the Consent

pch Consent Judgment

DEPARTMENT OF LAW  
OFFICE OF THE ATTORNEY GENERAL  
ANCHORAGE BRANCH  
1031 W. FOURTH AVENUE, SUITE 200  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 269-5100



Judgment, except as provided herein.

Defendant further agrees that they will not oppose the entry of this Consent Judgment on the grounds that it fails to comply with Rule 65 (d) of the Rules of Civil Procedure, and hereby waive any objections based thereon.

## I. GENERAL PROVISIONS

A. Jurisdiction and Venue. This court has jurisdiction of the subject matter of this action and the parties. The Plaintiff's complaint in this matter states claims upon which relief may be granted under the provisions of the Unfair Trade Practices and Consumer Protection Act, Alaska Statute 45.50.471 *et seq.*

B. Defendant. For Purposes of this Consent Judgment, the term "Defendant" where not otherwise specified shall mean Publishers Clearing House.

C. No Endorsements. Under no circumstances shall this Consent Judgment or the name of the State of Alaska, the Office of the Attorney General, the Consumer protection Section, or any of their employees or representatives be used by Defendant, or their officers, agents servants, employees, successors, assigns, attorneys or other persons and /or entities acting in concert or participation with Defendant, in connection with any selling, advertising or promotion of products or services, or as an actual or implied endorsement or approval of Defendant's acts, practices or methods of conducting business; provided that the foregoing is intended to refer to governmental authorities, and shall not be deemed to prohibit references to locations in or residents of the State of Alaska.

D. Application of Consent Judgment. This Consent Judgment shall apply to and bind Defendant, Publishers Clearing House, and each and every entity engaged in direct mail sweepstakes marketing in which Defendant owns or controls fifty percent (50%) or more of the voting interest therein, and any successor or assign of all or substantially all of the direct mail sweepstakes marketing business of PCH or any such subsidiary.

## II. DEFINITIONS

A. As used in this Consent Judgment, the following terms have the



1 following definitions:  
2

3 1. The "Buying Won't Help You Win Message Title" means  
4 the following statement: "Buying Won't Help You Win." The "Buying Won't  
5 Help You Win Message Text" means a statement to the effect that a recipient  
6 will not improve his/her chances of winning through the purchase of any product  
7 from PCH and that the recipient's chances of winning without a purchase are no  
8 worse than the chances of one who makes a purchase. The following statement,  
9 by way of example, would satisfy the requirements of this Paragraph: "Your  
10 chances of winning without a purchase are just as good as the chances of  
11 someone who buys something."

12 2. A statement is "Clear and Conspicuous" if it is readily  
13 understandable and presented in such size, color, contrast, location, and  
14 audibility, compared to the other matter with which it is presented, as to be  
15 readily noticed and understood. If such statement modifies, explains, or clarifies  
16 other information with which it is presented, it must be presented in close  
17 proximity to the information it modifies and in a manner so as to be readily  
18 noticed and understood.

19 3. "Covered Communication" includes any communication  
20 delivered by mail, by newspaper or magazine advertisement, or by television or  
21 radio broadcast media by or on behalf of PCH that offers an opportunity to enter  
22 a sweepstakes, refers to a sweepstakes, or refers to the opportunity to enter a  
23 sweepstakes.

24 4. "Do Not Contact Request" means a written or oral request  
25 that communications not be directed to a person, whether such request is  
26 received from the person, the person's spouse or other family member, the  
person's primary caregiver, guardian, conservator, attorney or any person  
holding a power of attorney. Do Not Contact Requests include such requests



1 submitted in writing to a law enforcement agency and transmitted in writing by  
2 the law enforcement agency to PCH.

3  
4 5. The "Enter For Free Message Title" means the following  
5 statement: "Enter For Free." The "Enter For Free Message Text" shall mean a  
6 statement to the effect that a recipient need not make a purchase in order to  
7 enter, that a method for entering without a purchase is provided in the covered  
8 communication and that the recipient should follow the instructions on how to  
9 enter without a purchase. The following statement, by way of example, would  
10 satisfy the requirements of this Paragraph: "You don't have to buy anything to  
11 enter. Just mail the Free Entry Postcard contained in this mailing or follow the  
12 instructions on how to enter for free. You will be entered once for each prize  
13 offered in this mailing." The reference to the device to be used to enter without  
14 a purchase may be modified as necessary to refer to the method provided in the  
15 communication and to the instructions for entry without a purchase contained in  
16 the Official Rules.

17 6. The "Enter As Often As You Like Message Title" means  
18 the following statement: "Enter As Often As You Like." The "Enter as Often as  
19 You Like Message Text" means a statement to the effect that a recipient may  
20 enter as often as he/she likes by writing to PCH and need not wait to receive an  
21 entry form in order to do so. The following statement, by way of example,  
22 satisfies the requirements of this Paragraph: "You don't have to wait for us to  
23 mail you an entry form. You may submit additional entries by mailing a  
24 postcard with your name and address to [specify address]. Each time you write  
25 to us you will be entered once in each ongoing sweepstakes. Each entry request  
26 must be mailed separately."

7. "Odds of Winning," in a sweepstakes in which the chance  
of winning a particular prize depends upon the number of entries received, such



1 as a random draw sweepstakes, or a pre-selected number sweepstakes in which  
2 unclaimed prizes are distributed by means of a random draw, means the phrase  
3 "1 in XXX", where XXX equals the quotient of the best estimate, based upon  
4 prior experience with the sweepstakes or similar sweepstakes, of the number of  
5 entries to be received during the course of the sweepstakes divided by the  
6 number of units of the prize to be awarded. In a sweepstakes in which the  
7 chance of winning a particular prize depends upon the size of the universe of  
8 possible winning prize claim numbers or entries, such as a pre-selected number  
9 sweepstakes in which unclaimed prizes are not awarded, "Odds of Winning"  
10 means the phrase "1 in XXX", where XXX equals the quotient of the number of  
11 prize claim numbers from which the winning prize claim numbers are selected  
12 or the best estimate of the number of entry opportunities to be distributed during  
13 the course of the sweepstakes, whichever is larger, divided by the number of  
14 units of the prize to be awarded. For purposes of this Paragraph each chance to  
15 win contained in a communication constitutes a separate entry.  
16

17 8. "Official Rules" means the formal printed statement,  
18 however designated, of the rules for a sweepstakes appearing in a  
19 communication. The Official Rules shall be prominently identified, and all  
20 references to them in the communication shall consistently use the designation  
21 for the Official Rules that appears in such communication.

22 9. "Order" includes any order of a product or other  
23 agreement to buy or lease a product, without regard to whether the order or  
24 agreement is accompanied by payment.

25 10. "PCH" shall mean Defendant Publishers Clearing House  
26 and those parties set forth in Paragraph I(D) above.

11. "Preselected Number Sweepstakes" means a sweepstakes  
in which the winner is to be determined on the basis of an entry bearing a unique



1 number assigned to the entrant which matches a number selected in advance as  
2 the winning number for the sweepstakes.

3 12. "Promptness Sweepstakes" means a sweepstakes in which  
4 the winner is to be determined from among the other entrants in the sweepstakes,  
5 in whole or in part, on the basis of the promptness of his or her entry.

6 13. "Random Drawing Sweepstakes" means a sweepstakes in  
7 which the winner is to be determined on the basis of a random selection from  
8 among eligible entries at the end of the sweepstakes.

9 14. A statement is "Readily Understandable" if it is expressed  
10 in such common words, phrases or expressions, used in accordance with their  
11 common or ordinary usage and meaning, as to be easily understood.

12 15. "Representation" includes express statements and the  
13 implications and inferences to be drawn from those statements in the context in  
14 which they appear. A representation may be made in writing, orally, by means  
15 of graphic symbols or elements, including but not limited to coded stamps, seals  
16 and colors, or in any other manner capable of conveying meaning. In  
17 determining the express or implied meaning of a representation that appears  
18 from the outside of a mailing envelope, only matter visible without opening the  
19 envelope will be considered.

20 16. "See Official Rules for Details Message" means a  
21 statement to the effect that additional details are contained in the Official Rules.  
22 Any such statement will refer to the Official Rules in terms that are consistent  
23 with the designation of the Official Rules in the communication in which it  
24 appears.

25 17. "Sweepstakes" means any contest, giveaway, drawing, or  
26 other enterprise or promotion in which items are awarded to participants by  
chance or random selection.



18. "Sweepstakes Prize" or "Prize" means an item or cash amount awarded in a sweepstakes. It does not include one or more similarly valued items or items or cash amounts of nominal value that are distributed to all or substantially all recipients of a covered communication.

19. The "You Have Not Yet Won Message Title" means the following statement: "You Have Not Yet Won. All Entries Have the Same Chance of Winning." The "You Have Not Yet Won Message Text" means a statement to the effect that the winner of the sweepstakes will not be known until the termination of the sweepstakes. The following statement, by way of example, would satisfy the: "No one will know who the winner is until after the sweepstakes ends."

### III. INJUNCTIONS

A. Application of Injunctions. The injunctive provisions of this Consent Judgment shall apply to the Defendant, Publishers Clearing House, and each and every entity engaged in direct mail sweepstakes marketing in which Defendant owns or controls fifty percent (50%) or more of the voting interest therein, and any successor or assign of all or substantially all of the direct mail sweepstakes marketing business of PCH or any such subsidiary.

B. Notice. Defendant shall immediately inform each and every entity engaged in direct mail sweepstakes marketing in which PCH owns or controls fifty percent (50%) or more of the voting interest therein and any successor or assign of all or substantially all of the direct mail sweepstakes marketing business of PCH or any such subsidiary, of the terms and conditions of this Consent Judgment and shall direct those entities to comply with this Consent Judgment. In addition, Defendant as described herein shall provide, upon request, copies of the injunctive provision of this Consent Judgment to any requesting employee, representative or agent.

C. Injunctions. Defendant, Publishers Clearing House, and each and every



1 entity engaged in direct mail sweepstakes marketing in which Defendant owns or controls fifty  
2 percent (50%) or more of the voting interest therein and any successor or assign of all or  
3 substantially all of the direct mail sweepstakes marketing business of PCH or any such  
4 subsidiary are hereby permanently enjoined and restrained from directly or indirectly engaging  
5 in the following acts or practices in the State of Alaska:

6 1A. PCH shall not represent in a covered communication that the  
7 recipient has won or unconditionally will be the winner of a sweepstakes unless:

8 a. such person or their entry has won or will be determined  
9 to be the winner,

10 b. the representation is not false, deceptive or misleading,  
11 and

12 c. the prize and its value are clearly and conspicuously  
13 disclosed in the representation itself.

14 1B. PCH shall not represent in a covered communication that the  
15 recipient may be or may become a winner, characterize the recipient as a  
16 possible winner, or represent that the recipient will, upon the satisfaction of  
17 some condition or the occurrence of some event or other contingency, become  
18 the winner of a sweepstakes prize unless:

19 a. Such representation conveys in readily understandable  
20 terms that the recipient has not yet won,

21 b. Such representation conveys in readily understandable  
22 terms that the winner will not be known until some time in the future,  
23 that the conditions necessary to become a winner have not yet been  
24 fulfilled, or that it is not yet known whether the conditions have been

25 c. Such representation contains within it all material  
26 conditions needed to make it truthful and not misleading, including but  
not limited to the conditions that must be satisfied in order for the  
recipient to be determined as the winner. All such conditions must be:

1. stated in readily understandable terms,



2. presented in such a manner that they are an integral part of the representation and not separated from the remainder of the representation by intervening words, graphics or colors or blank space in excess of the spacing or formatting being used within the representation,

3. made in terms, syntax, and grammar that are as simple and easy to understand as those used in the representation, and

4. presented in such a manner that they appear in not less than 100% of the type size and in the same type face, color, style, and font as the remainder of the representation.

A general representation, such as that an entry is necessary to win, that is clearly applicable to all recipients of the communication is not subject to the requirements of this paragraph.

d. Neither such representation nor any conditional phrases, terms, or statements necessary to make it truthful uses the present or past tense in referring to the recipient as a winner, or otherwise represents that the recipient is presently a winner or has already won.

e. Such representation is not presented in such a way as to cause a likelihood of confusion or misunderstanding as to the recipient's status as a winner or possible winner.

2. PCH shall not, in a covered communication in which it offers one or more items of the same or substantially the same value to all or substantially all recipients of the communication:

a. Represent that such items are prizes or awards or are otherwise distributed by chance,

b. Use the terms sweepstakes, win, or drawing to describe the process by which such items will be distributed or otherwise represent that such process involves a distribution by chance, or

c. Use the terms winner, luck, lucky, congratulations to describe the recipient or otherwise represent that the recipient is fortunate in having been selected to receive the item or has a special status in the distribution.

Subject to Paragraph III(C)(2)(a-c) above, PCH may represent that the items to



1 be received by all timely entrants are gifts, premiums, bonuses, or terms of like  
2 meaning and import, and may describe the actual process by which such items  
3 are distributed in the giveaway.

4  
5 3. PCH shall not represent in a covered communication that any  
6 particular characteristic of the recipient of the communication, including any  
7 characteristic shared with one or more past winners, indicates a greater likelihood of  
8 winning a prize than is in fact the case.

9 3A. PCH shall not represent in a covered communication that any  
10 particular characteristic of the recipient affects the likelihood of winning a prize in an  
11 entirely random sweepstakes or that the likelihood of winning a prize therein is anything  
12 other than random.

13 4. PCH shall not misrepresent in a covered communication the chances  
14 of winning a prize. In a covered communication that contains references to more than  
15 one prize, PCH shall not make any statement concerning the chances of winning a prize  
16 that, even if true with respect to another prize, is a misrepresentation of the chances of  
17 winning when applied to that prize.

18 5. PCH shall not, in a covered communication, request information  
19 or action from the recipient that would be of use or is represented as being of use in the  
20 event the person has won a sweepstakes prize unless the recipient has been determined  
21 to be the winner of the prize. Examples of prohibited requests include, but are not  
22 limited to:

23 a. A request for information concerning a person's  
24 whereabouts at the time the prize is to be awarded.

25 b. A request for information concerning a person's  
26 preferences for events relating to the awarding of a sweepstakes prize.

c. A request for a person to execute a press release, publicity  
document or a confidentiality agreement (other than an acknowledgment  
in the Official Rules that entry constitutes permission to use name and  
likeness of the winner for publicity purposes and the like), that does or is



1 represented to create duties or obligations or other commitments arising  
2 out of or related to the awarding of a sweepstakes prize.

3 PCH may request information or action concerning a person's preferences  
4 regarding characteristics of the prize to be awarded, such as the color of a  
5 vehicle, provided either (i) such information is actually recorded by PCH, or (ii)  
6 the response to the request is clearly optional, or (iii) such request is presented in  
7 such a manner that it is clearly being made of all recipients of the  
8 communication. PCH may request information concerning the recipient's  
9 eligibility to enter and win the sweepstakes or the completion of an entry  
10 requirement or the use of a device that is required for entry.

11 6. PCH shall not represent that sweepstakes prizes are more likely to  
12 be won by persons residing in a particular geographic location than by other persons  
13 unless such is the case.

14 7. PCH shall not use in a covered communication a personalized  
15 simulated check or other payment document, such as a depiction of a deposit slip or  
16 electronic funds transfer receipt, to represent any sweepstakes prize that the recipient  
17 has not already been selected to receive, in such a manner as to:

18 a. represent that the recipient has won, is likely to win, or  
19 otherwise misrepresent the likelihood of the recipient winning any  
20 sweepstakes prize, or

21 b. represent that an original of the simulated item actually  
22 exists or otherwise misrepresent that the simulation is other than a  
23 graphic representation of the prize or prizes available to the winner of the  
24 promotional sweepstakes.

25 PCH shall clearly and conspicuously include on the face of any such  
26 personalized simulated check or other payment document the You Have Not Yet  
Won Message Text and, additionally, in the case of a simulated check, a  
statement to the effect that it is not a negotiable instrument and has no cash  
value. The following statement, along with the inclusion of You Have Not Yet



1 Won Message Text, by way of example, would satisfy the requirements of this  
2 Paragraph as to any simulated check: "This is Not a Check."  
3

4 8. PCH shall not use in a covered communication a scratch card,  
5 game piece, or other device to convey information necessary to enter a sweepstakes or  
6 favorable information about a person's eligibility for or status in a sweepstakes in a  
7 manner that involves or appears to involve chance, if the same or substantially the same  
8 information is conveyed by the device to all or substantially all persons receiving the  
9 device. The mere use of a scratch card, game piece, or other device shall not, in and of  
10 itself, be taken as a manner of conveying information that involves or appears to involve  
11 chance.

12 8A. PCH shall not use in a covered communication a scratch card or  
13 other device conveying information necessary to enter a sweepstakes or favorable  
14 information about the recipient's eligibility for or status in a sweepstakes, if the same or  
15 substantially the same information is conveyed by the device to all or substantially all  
16 persons receiving the device, in a manner that does not involve or appear to involve  
17 chance if PCH represents that the device or information involves chance, that the  
18 recipient is lucky to have received the device or that the device or information evidences  
19 an enhanced status in the sweepstakes.

20 9. PCH shall not represent in a covered communication that certain  
21 prizes are only available to persons possessing a particular scratch card, game piece, or  
22 other device contained in a communication unless that is the case.

23 10. PCH shall not represent in a covered communication that a  
24 person has an enhanced status in a sweepstakes or is a member of a select group in a  
25 sweepstakes, including but not limited to representations that not all persons were sent a  
26 sweepstakes entry opportunity, that other persons were eliminated in any selection  
process for receipt of a sweepstakes entry opportunity that included the person, or that  
such person has "never been closer" to winning. Representations that a person is a



1 finalist, has the potential to become a finalist, or is tied, or that a person is in or is  
2 invited to enter the final round of a sweepstakes are subject to the requirements of this  
3 Paragraph. Provided that

4 a. PCH may, subject to the requirements of this Paragraph,  
5 make representations with respect to a person's being selected to receive  
6 magazine or product offers contained within the communication, and

7 b. PCH may, if it offers a prize or enhancement to a prize  
8 that is only available to a winning entrant from a specified  
9 communication(s) or a specified group(s) to which opportunities to enter  
10 a specific sweepstakes is offered, state that fact if such statement is not  
11 otherwise false, misleading or deceptive, does not misrepresent the  
12 recipient's likelihood of winning or represent that the recipient has an  
enhanced status in the sweepstakes different from other persons to whom  
the prize or enhancement to the prize is offered, and clearly and  
conspicuously discloses the basis upon which such prize or enhancement  
to a prize will be awarded.

13 This Paragraph is silent with regard to and does not address the question of  
14 whether PCH can legally conduct a sweepstakes in which a sweepstakes prize  
15 opportunity is only available to persons who have been selected from among  
16 those who have previously entered the sweepstakes and who constitute a  
17 minority of those who have previously entered the sweepstakes. If PCH  
18 conducts such a sweepstakes, the manner in which the sweepstakes is operated  
19 may be described but the sweepstakes itself and all representations relating or  
20 referring thereto must otherwise comply with all provisions of this Consent  
21 Judgment and applicable state law.

22 11. PCH shall not misrepresent in a personalized communication  
23 included in a covered communication in relation to any sweepstakes, prize or entry, that  
24 its employees or others acting on its behalf, real or fictitious, have personal feelings  
25 concerning the recipient of the communication, including, but not limited to,  
26 misrepresentations that they will take or refrain from taking any action relating  
specifically to the recipient, in such a way as to misrepresent the recipient's chances of  
winning that sweepstakes or prize. The foregoing does not prohibit general expressions



1 of good will towards or interest in sweepstakes participants or customers.

2 11A. PCH shall not present in a covered communication, as  
3 personalized dramatizations of its business processes or winner selection methodologies  
4 or otherwise,  
5

6 a. fictitious conversations or meetings purporting to have  
7 taken place and relating specifically to the recipient, including without  
8 limitation conversations between or meetings of employees or  
9 representatives of PCH relating specifically to the recipient, or

10 b. fictitious conversations or meetings purporting to be set in  
11 the future and relating specifically to the recipient where PCH has no  
12 expectation of such events actually occurring.

13 12. PCH shall not represent that a covered communication is being  
14 delivered by any method other than presorted standard (so-called "bulk mail"), or  
15 whatever term is then used by the United States Postal Service to designate such  
16 reduced rate commercial mail service, unless that is the case, or otherwise misrepresent  
17 the manner in which it is delivered, or use any seal, insignia, reference to the Postmaster  
18 General, citation to a federal or state statute, name of a federal or state agency,  
19 department, commission, or program, trade or brand name or other intellectual property  
20 controlled by a private courier or delivery service and used to designate a class or  
21 method of delivery, or any other term or symbol, that misrepresents either the identity of  
22 the mailer or the protection or status afforded such matter by the government.  
23 Statements not related to the delivery or the method of the delivery of the  
24 communication, such as references to the importance of the contents or the urgency of  
25 the contents of the communication, are not covered by this Paragraph.

26 13. PCH shall not make reference to any law or regulation pertaining  
to the use of the mail which appears from the outside of an envelope in which a covered  
communication delivered by mail is contained, if any such reference or statement  
associated with such reference is not true or refers to penalties or criminal prosecution



1 or if such reference is used in such a manner as to misrepresent the source of the mailing  
2 or any governmental approval or endorsement unless such statement and/or such  
3 placement is required by law.

4 14A. All covered communications offering sweepstakes entry  
5 opportunities shall offer a free method of entry such as an entry postcard or some other  
6 entry device, or permit some other free entry method, such as a toll-free telephone  
7 number. All entry devices (other than entry devices that are used by orderers and non-  
8 orderers alike, without distinction in the manner in which the entry device is used, and  
9 that do not include or reference an opportunity to order magazines or products) shall  
10 clearly and conspicuously display the Buying Won't Help You Win Text. In those cases  
11 where the free method of entry does not involve a printed device, such as a toll-free  
12 telephone method of entry, the instructions for the free method of entry shall clearly and  
13 conspicuously display the Buying Won't Help You Win Text.

14 14B. The requisites and methods of entry afforded to non-order  
15 entrants pursuant to Paragraph III(C)(14A) shall be comparable in ease of use to the  
16 requisites and methods of entry afforded to order entrants. In particular:

17 a. Any requirement that information be provided by non-  
18 order entrants, including any requirement that information be hand-  
19 written, shall be comparable in ease of execution to the corresponding  
20 requirement for order entrants.

21 b. PCH shall not require non-order entrants to incur any  
22 expense unless such expense is comparable to that required of order  
23 entrants.

24 c. If PCH provides an entry device for orderers that uses a  
25 method, form, sticker, or any other textual or graphical device to assist  
26 order entrants to provide the information necessary to enter, then PCH  
shall provide a comparably easy to use method, form, sticker, or other  
textual or graphical device to assist non-order entrants to provide the  
same information necessary to enter. Any instructions for the use of  
such methods, forms, stickers, or devices provided for use by both order  
entrants and non-order entrants shall include equivalent instructions for  
both orderers and non-orderers. Instructions for the use of such methods,



forms, stickers, or devices by both order entrants and non-order entrants shall be as complete and easy to understand as the instructions for order entrants.

14C. All covered communications offering sweepstakes entry opportunities shall contain complete, clear and conspicuous and readily understandable entry instructions for orderers on the order-entry device for the sweepstakes and for non-orderers on the non-order entry device for the sweepstakes, or if there is a single entry device for the sweepstakes, on that device. Entry instructions in covered communications shall either apply equally to orderers and non-orderers or contain a reference to instructions for non-orderers that is as understandable and prominent as the instructions for orderers. All references to entry instructions in covered communications shall either apply equally to orderers and non-orderers or contain references to instructions for non-orderers that are as complete, understandable, and prominent as the references to instructions for orderers. In any case in which such instructions are in the Official Rules, they shall be printed in a box, set apart from the surrounding copy and graphics, and identified with a prominent caption or headline printed in a contrasting typeface.

15. All personalized covered communications containing personalized sweepstakes entry opportunities or offering merchandise for sale and all other covered communications that contain both a sweepstakes entry opportunity and an offer of merchandise for sale shall contain the Sweepstakes Facts Box as described in this Paragraph and as set forth in Exhibit "A-1" and "A-2" attached hereto. The Sweepstakes Facts Box shall be presented in the same format as the sample Sweepstakes Facts Box set forth in Exhibit "A-1" and "A-2". To the extent there is any conflict between the text of this Paragraph and Exhibit "A-1" and "A-2", Exhibit "A-1" and "A-2" controls.

a. The Sweepstakes Facts Box shall appear in a printed box and contain the Buying Won't Help You Win, Enter For Free, Enter As Often As You Like, and You Have Not Yet Won Message Titles, printed in a type size



1 that is at least as large as the predominant type on the page and will not be  
2 overlaid with any graphic design, text or color from outside the box. The  
3 "Sweepstakes Facts" title and the Message Titles shall be printed in bold face  
4 type.

5 b. The Sweepstakes Facts Box shall also contain an odds  
6 statement which shall set forth in the box the following information in a  
7 grid format that contains the following columns: a column identifying all  
8 major prizes (including at least the prize of greatest value for each  
9 sweepstakes into which entry is offered and any other prize specifically  
10 identified in the communication), and if applicable, the prize's value and  
11 the quantity offered, a column stating the odds of winning the prize, and  
12 a column stating the ending date of the sweepstakes in which the prize  
13 will be awarded. The name or identifying number of any sweepstakes  
14 into which entry is offered, as well as the winner selection method, may  
15 also be presented in separate columns so long as the information  
16 contained within each column in the box remains clearly distinct and can  
17 be easily read.

18 c. The Sweepstakes Facts Box will be printed and appear on  
19 the order-entry device, in the manner described in Paragraph  
20 III(C)(15)(a) and (b), or on a free standing insert, in which case it shall  
21 be presented in the manner described in Paragraph III(C)(15)(e).

22 d. In the Official Rules the Sweepstakes Facts Box shall be  
23 printed in a type size that is at least (i) 8 point type, in communications  
24 mailed in an outer envelope of the size of a standard #10 business  
25 envelope or less, or (ii) 10 point type, in communications mailed in  
26 larger outer envelopes, and shall otherwise be presented in the manner  
described in Paragraph III(C)(15)(a) and (b) and as set forth in Exhibit  
"A-3" attached hereto. The Sweepstakes Facts Box shall appear in a box  
which will be clearly distinct from any other matter and separated by at  
least 1/8 inch of clear space from any other matter in the Official Rules.  
The box shall contain no matter other than matter required by this  
Paragraph or Paragraph III(C)(16) and will not be overlaid with any  
graphic design, text or color from outside the box. The background of  
any box appearing in the Official Rules will be in a color or shade that  
contrasts with that of the surrounding area and which contrasts with the  
text in the box in such a manner that the text is clearly distinct from the  
background and easily read.

e. If the Sweepstakes Facts Box appears on a free standing  
insert rather than the order form, the insert shall be presented in the same  
format set forth as the sample Sweepstakes Facts Box set forth in Exhibit  
"B-1" and "B-2." To the extent there is any conflict between the text of  
this Paragraph and Exhibit "B-1" and "B-2", Exhibit "B-1" and "B-2"  
controls. The Sweepstakes Facts Box will be presented as required



elsewhere in this Paragraph (Paragraphs III(C)(15)(a) and (b)), except that the minimum type size for all text will be (i) 10 point type in communications mailed in an outer envelope of the size of a standard #10 business envelope or less, or (ii) 12 point type in communications mailed in larger outer envelopes, and shall include both the Buying Won't Help You Win, Enter For Free, Enter As Often As You Like, and You Have Not Yet Won Message Titles, in bold face type, and the Message Texts. The insert shall be at least 4-1/2 inches by 7 inches or, if the envelope in which it is mailed is smaller than a standard number 10 business envelope, at least 3 inches by 5 inches. The insert shall contain no other matter on the side bearing the Sweepstakes Facts Box, and on the reverse side no matter other than the PCH logo, company name, address, and copyright symbol and/or the Official Rules and/or consumer and customer service information (such as refund policies, return procedures and no purchase necessary messages) and/or the disclosure of any information concerning sweepstakes, prizes or winners that PCH is obligated by any law, rule or regulation to make available to the general public, excluding invitations to enter or order, messages advertising specific products or magazines, and information about or characterizations and descriptions of sweepstakes or prizes beyond that necessary to provide an accurate description of the prizes or the terms and conditions of such sweepstakes. The insert may not be folded so as to split the Sweepstakes Facts Box unless folding is necessary to insert it into the envelope in which it is mailed. If the insert is folded, it shall be folded with the Sweepstakes Facts Box facing out. Whenever the Sweepstakes Facts appear on a free standing insert, the order form shall clearly and conspicuously display a statement informing recipients where to find the Sweepstakes Facts Box.

f. In any instance in which the Sweepstakes Facts Box appears only on the order-entry device (whether on its face or in the Official Rules on its reverse or otherwise) and not on a free-standing insert, except during the three (3) year period of mandatory compliance with Paragraph III(C)(15)(h), the Sweepstakes Facts Box shall also appear, presented in the manner described in Paragraph III(C)(15)(a) and (b), on a component the recipient can retain for his or her records and is not required to be returned to PCH. The Sweepstakes Facts Box, as required under this Paragraph III(C)(15)(f), shall be presented in the same format set forth as the sample Sweepstakes Facts Box set forth in Exhibit "B-1" or, if appearing in a copy of the Official Rules that is on a component not required to be returned to PCH, in accordance with Paragraph III(C)(15)(d). To the extent there is any conflict between the text of this Paragraph and Exhibit "B-1", Exhibit "B-1" controls. Any Sweepstakes Facts Box, required under this Paragraph III(C)(15)(f) to conform to Exhibit "B-1" and shall be printed in a type size that is at least 10 point type, and shall include both the Buying Won't Help You Win, Enter For Free, Enter As Often As You Like, and You Have Not



1 Yet Won Message Titles, in bold face type, and the Message Texts. PCH  
2 may print the Sweepstakes Facts Box in the circumstances described in  
3 this Paragraph III(C)(15)(f) on the same paper or pages as other printed  
4 matter in the covered communication, so long as it is in the manner  
5 described herein.

6 g. PCH shall, when employing the requirements of  
7 Paragraph III(C)(15)(f), include a distinctive, readily understandable  
8 statement on the order form or on the page immediately adjacent to the  
9 order form in the solicitation, as to where the recipient can find the  
10 record retention copy of the Sweepstakes Facts Box required by  
11 Paragraph III(C)(15)(f). The statement shall appear in a box ("Retention  
12 Statement Box") which will be clearly distinct from any other matter on  
13 the page and separated by at least 1/8 inch of clear space from any other  
14 matter. The Retention Statement Box shall contain no matter other than  
15 matter required by this Paragraph III(C)(15)(g) and will not be overlaid  
16 with any graphic design, text or color from outside the Retention  
17 Statement Box. The background of the Retention Statement Box shall be  
18 a color or shade that contrasts with the text in the Retention Statement  
19 Box in such a manner that the text is clearly distinct from the background  
20 and easily read. The statement within the Retention Statement Box shall  
21 be printed in type that is in no case less than 10 point type. The font size  
22 of the words in the Retention Statement Box, in comparison with the font  
23 size of other words printed on the same page, the amount of clear space  
24 around the box, and the color, contrast and noticeability of the box shall  
25 all be relevant to a determination of whether the content of the Retention  
26 Box is distinctive.

h. For the first three (3) years after the effective date of this  
Consent Judgment, the Sweepstakes Facts Box shall appear on a free  
standing insert in accordance with Paragraph III(C)(15)(e) in every  
covered communication that contains both a sweepstakes entry  
opportunity and offer of products for sale (other than billing and  
collections communications) mailed to persons shown on PCH's records  
at an address in the state. Following the three (3) year period of  
mandatory compliance with the requirements of the first sentence of this  
Paragraph III(C)(15)(h), unless PCH is voluntarily complying with such  
requirements, the Sweepstakes Facts Box in accordance with the  
requirements of Paragraph III(C)(15)(e) shall appear with or on the back  
of the letter to be sent under the requirements of Paragraph IV(A) to  
persons shown on PCH's records at an address in the state.

16. PCH shall, in addition to the requirements of Paragraph  
III(C)(15), clearly and conspicuously disclose in the Official Rules of all covered  
communications containing Official Rules the Message Title and Message Text of the



1 You Have Not Yet Won Message, the Enter for Free Message, the Enter As Often As  
2 You Like Message, and the Buying Won't Help You Win Message. The Message Texts  
3 and Message Titles shall, in addition to being clear and conspicuous, each be set out in  
4 separate Paragraphs and the Message Titles will be printed in a contrasting typeface at  
5 least as large as the largest typeface otherwise used in the text of the Official Rules.  
6 The Official Rules may state that PCH will not accept entries from third parties or  
7 multiple entries into the same sweepstakes within a single request.  
8

9 16A. PCH shall clearly and conspicuously disclose on the face of any  
10 entry/order device included in a covered communication the Buying Won't Help You  
11 Win Text and, if the non-order entry device is separate from the entry/order device,  
12 instructions for how non-orderers may find the non-order entry device or method as it  
13 appears in the communication.

14 17. PCH shall clearly and conspicuously set forth the Sweepstakes  
15 Facts Box, including all Message Titles and Texts, in the format set forth in Exhibit B-1  
16 and B-2, for all sweepstakes promoted on the PCH Internet web site. The availability  
17 of the Sweepstakes Facts Box shall be disclosed to viewers of PCH's web site prior to  
18 their placing an order or entering a sweepstakes and shall be presented to viewers by  
19 means of a conspicuous icon clearly identified as "See Sweepstakes Facts" which  
20 appears on the web site's homepage, on all order pages, on all entry pages and on all  
21 other pages on which a specific sweepstakes or a specific sweepstakes prize is  
22 referenced (but not including general references to sweepstakes or winning in general).  
23 The Sweepstakes Facts Box shall be presented either as (i) a separate web page, or (ii)  
24 as part of the Official Rules web page of the site. If the Sweepstakes Facts Box is  
25 presented as a separate web page, the "See Sweepstakes Facts" icon shall immediately  
26 take the viewer to the Sweepstakes Facts Box web page. If the Sweepstakes Facts Box  
is presented as part of the Official Rules web page, the "See Sweepstakes Facts" icon  
shall immediately take the viewer to that section of the Official Rules web page on



1 which the Sweepstakes Facts Box is presented.

2  
3 18. PCH shall not give any advantage in eligibility or the winner  
4 selection process to an entry in a sweepstakes accompanied by an order or subject an  
5 entry not accompanied by an order to any disability or disadvantage in eligibility or the  
6 winner selection process.

7 19. PCH shall not represent in a covered communication that

8 (a) an entry in a sweepstakes accompanied by an  
9 order will be eligible to receive additional prizes or more likely to win  
10 than an entry not accompanied by an order, or that an entry in a  
11 sweepstakes accompanied by an order will be given any advantage in  
eligibility or the winner selection process over an entry not accompanied  
by an order, or

12 (b) an entry not accompanied by an order will receive  
13 fewer prizes or be less likely to win than an entry accompanied by an  
14 order, or an entry not accompanied by an order will be subjected to any  
disability or disadvantage in the winner selection process to which an  
entry accompanied by an order would not be subjected.

15 20. PCH shall not, in a covered communication, request information  
16 from a person who orders a product that is not also requested of a person who does not  
17 order a product unless the information is necessary to process or is otherwise related to  
18 the product order or future product orders or the person's interest in receiving future  
19 product offers, but only if such request makes no reference to any sweepstakes,  
20 sweepstakes entry or sweepstakes prize. The manner in which any information  
21 requested is to be provided by non-orderers shall be comparable in ease of use to the  
22 manner afforded to orderers.

23 21. PCH shall not represent in a covered communication that an order  
24 or a person's order history has resulted in or will result in any special, different or  
25 enhanced status in a sweepstakes.

26 22. PCH shall not make a statement in a covered communication that  
a recipient, based on a purchase or the recipient's order history, is or may become a



1 member of a category or group enjoying special status or privileges with PCH, such as  
2 the President's Club or President's Gold Club or any other kind of loyalty or customer  
3 reward program, if such statement also represents that such status or privileges or  
4 program affect in any way the recipient's status in the sweepstakes, likelihood of  
5 receiving a sweepstakes entry opportunity or the likelihood of the recipient winning a  
6 prize. So long as the statement does not violate the foregoing or the other provisions of  
7 this Consent Judgment, PCH is not precluded from offering loyalty or customer reward  
8 programs in which membership is based upon purchase, provided no mention of any  
9 sweepstakes is made in any representations concerning the offer of such programs.  
10 PCH shall not include descriptive text concerning the eligibility requirements for such  
11 loyalty or customer reward categories or groups in the Official Rules or in any  
12 representations relating to any promotional sweepstakes, entry or prize.  
13

14 23. PCH shall not represent in a covered communication that persons  
15 who order products will receive or be more likely to receive sweepstakes entry  
16 opportunities (other than as contemplated in Paragraph III(C)(24) hereof) or that a  
17 sweepstakes entry opportunity was received because the recipient ordered products in  
18 the past. PCH shall not represent that persons who fail to order products will not  
19 receive or will be less likely to receive future sweepstakes entry opportunities, or that a  
20 sweepstakes entry opportunity was not received because the recipient failed to order  
21 products in the past. So long as the representation does not otherwise violate any of the  
22 foregoing or the other provisions of this Consent Judgment, PCH may make  
23 representations to the effect that specific products are offered based upon prior  
24 purchases or that additional products may be offered based on a purchase being made in  
25 response to the communication.

26 24. PCH shall not offer any opportunity to enter a sweepstakes that is  
or appears to be available only to persons who have previously ordered or paid for  
products ("customer only sweepstakes") unless in accordance with the following:



1  
2 a. No present or future purchase is required to enter the  
3 customer only sweepstakes, and no representation to the contrary is  
included in such communication;

4 b. No representation is made to the recipient that he or she  
5 would, by ordering, qualify to receive an opportunity to enter customer  
only sweepstakes in the future;

6 c. Such customer only sweepstakes are offered only  
7 infrequently and irregularly; and

8 d. Such customer only sweepstakes are not presented in such  
9 a manner as to represent that such opportunities will be available in the  
10 future. The mere use of a customer only sweepstakes shall not, in and of  
itself, be taken as such a representation.

11 25. PCH shall not, in a covered communication, misrepresent the  
12 attributes or value of any premium, including but not limited to a bonus, gift, or other  
13 product. In any such representation that specifically identifies any particular item as  
14 being so available, PCH shall state accurately and completely the requisite steps that the  
15 recipient must take in order to claim any such premium or other item.

16 26. PCH shall not offer in a covered communication any premium,  
17 including but not limited to a bonus, gift, or other product, if delivery of such premium  
18 is conditioned upon the purchase of a product and there is or is represented to be any  
19 element of chance involved in the selection of the premium to be delivered from among  
20 identified items represented to have differing value; provided that the foregoing shall  
21 not prohibit "mystery" premiums or other similar promotions in which no representation  
22 as to the specific identity of a particular item or the value of the premium is made.

23 27. PCH shall not represent in a covered communication delivered by  
24 mail or by newspaper or magazine advertisement that any date is a deadline for the  
25 return of an entry in a sweepstakes that differs from the sweepstakes end date unless the  
26 specific calendar date by which the entry must be received in order to be eligible to win  
is set forth clearly and conspicuously in the communication. PCH shall not represent in



1 any covered communication that a date is an entry deadline unless entries from the  
2 communication that do not meet the deadline are treated as ineligible and PCH has  
3 procedures in place to identify and record such entries as ineligible.

4  
5 28. PCH shall not misrepresent in a covered communication the  
6 deadline for entry or any action regarding an entry in a sweepstakes or the importance or  
7 the need for promptness in responding to an offer of a sweepstakes entry opportunity.

8 29. PCH shall not, in a covered communication delivered by mail or  
9 by newspaper or magazine advertisement which relates to multiple sweepstakes,  
10 represent that entries must be returned or other action must be taken by a certain  
11 deadline, if that deadline is different from a deadline for another sweepstakes offered in  
12 the communication, unless the representation identifies, clearly and conspicuously and  
13 in a readily understandable manner, the sweepstakes to which the deadline applies.

14 30. PCH shall not represent in a covered communication any  
15 sweepstakes as an "instant win" contest or that a winner will be determined immediately  
16 unless either

17 (a) in the case of a pre-selected number sweepstakes, the  
18 matching of entries is performed as the entries are received by PCH and  
19 any winner is promptly announced, or

20 (b) the communication contains a form or device from which  
21 recipients can determine whether or not they have won a prize and what  
22 that prize is, or

23 (c) the sweepstakes winner(s) will be determined within sixty  
24 (60) days of the date by which the first entries in that sweepstakes are  
25 received by PCH and any winner(s) is promptly notified, or

26 (d) there are procedures in place to monitor deliveries and  
identify and announce a winner promptly after receipt.

31. For the period of one year following the entry of this Order, PCH  
shall include a clear and conspicuous notice in all covered communications delivered by  
mail that PCH will accept Do Not Contact Requests either by a call to a toll free number



1 identified in the notice or by mail to an address identified in the notice. PCH shall as  
2 soon as is practicable and in no event not later than 60 days (45 days for the first year in  
3 which the Consent Judgment is in effect) from receipt of a Do Not Contact Request,  
4 cease selecting the person identified in such a request for receipt of covered  
5 communications delivered by mail (other than billing and collections communications  
6 for open orders) in the name(s) and at the address(es) contained in the Do Not Contact  
7 Request or any other name and address which PCH, with reasonable diligence, can  
8 determine will result in delivery of a covered communication to the subject of the Do  
9 Not Contact Request. After the end of such one-year period, PCH shall continue to  
10 maintain reasonable practices and procedures, which may in substance be those  
11 described in the foregoing, to prevent the selection of persons for receipt of covered  
12 communications delivered by mail (other than billing and collections communications  
13 for open orders) who are the subject of a Do Not Contact Request. PCH shall treat any  
14 Do Not Contact Request received after the effective date of Sec. 108 of the federal  
15 Deceptive Mail Prevention and Enforcement Act of 1999 as a valid and fully effective  
16 "removal request" under the federal statute, even though it may have been given by a  
17 person other than an "authorized person" (as those terms are used in the federal statute);  
18 provided, however, that if a Do Not Contact Request is received from a person other  
19 than an "authorized person," PCH may remove the subject's name from its Do Not  
20 Contact List upon receiving a written request that it do so from the subject or such an  
21 "authorized person." PCH shall further ensure that the subject of a valid Do Not  
22 Contact Request in such names and at such addresses as are set forth in such Request (or  
23 any other name and address which PCH has so determined will result in delivery of a  
24 covered communication to that person) are removed thereafter from all lists made  
25 available by PCH for sale or rental to others for offers made in conjunction with a  
26 sweepstakes promotion or, in the case of any person who is removed from an active  
mailing category on any grounds specified in Paragraphs IV(B) and IV(C) or in respect



1 of whom the Do Not Contact Request specifies that the subject of such Request falls  
2 into the category described in clause a of Paragraphs IV(B) and IV(C), for sale or rental  
3 to others for any offer, subject in all events to then applicable law.

4 32. PCH, in offering for sale any subscription to a magazine, shall  
5 clearly and conspicuously disclose the price of the subscription, the number of issues  
6 included in the subscription, and in any instance in which the term is less than a full  
7 year, the duration of the subscription in weeks or months.

8 33. PCH's magazine subscription bills shall state, in addition to the  
9 total amount owed, any minimum payment amount currently due on the order. The  
10 minimum payment amount currently due shall be stated in dollars and cents, with equal  
11 prominence to the most prominent statement made of the total balance, and be labeled  
12 as "amount due now," "minimum payment due," or a similar description. PCH shall not  
13 represent that the total amount due on the order must be paid prior to the time PCH's  
14 initial solicitation indicated the full amount must be paid.

15 34. PCH shall clearly and conspicuously explain in covered  
16 communications that include an entry for a Preselected Number Sweepstakes (other than  
17 any Preselected Number Sweepstakes which, under the Official Rules by which it is  
18 governed, terminates within 6 months of the return of the preselected number ("Early  
19 Termination Sweepstakes")), when such is the case:

20 (a) that the Preselected Number Sweepstakes is ongoing,

21 (b) that there are likely to be multiple entry opportunities for  
22 that Sweepstakes, and

23 (c) that the winning number may have already been returned.

24 In cases other than Early Termination Sweepstakes in which the preselected  
25 number character of the promotional sweepstakes is prominently promoted in  
26 such solicitation materials, the explanation shall be in close proximity to the  
most prominent identification of the largest prize to be awarded in the



1 Preselected Number Sweepstakes. In all other cases, the explanation shall be in  
2 the Official Rules with a See Official Rules for Details Message in close  
3 proximity to the most prominent identification of the largest prize to be awarded  
4 in the Preselected Number Sweepstakes.  
5

6 35. PCH shall clearly and conspicuously explain in a covered  
7 communication offering a Promptness Sweepstakes the basis in general terms, with a  
8 reference to where a detailed explanation of the basis may be found, upon which the  
9 winner of the Promptness Sweepstakes will be determined and, in any covered  
10 communication delivered by mail, explain in the Official Rules in detail the basis upon  
11 which the winner will be determined.

12 36. For every Preselected Number Sweepstakes included in a covered  
13 communication, PCH shall ensure that the preselected winning number is within the  
14 range of numbers actually mailed by PCH for that sweepstakes (or, if it happens that the  
15 preselected winning number is not, for any reason, within that range of numbers, to  
16 designate as the winning number a preselected alternate number that is within such  
17 mailed range), or, if the winning preselected number is not returned at the end of the  
18 sweepstakes, award the prizes offered in a random drawing from among other eligible  
19 entrants in accordance with terms upon which it was offered to the winning entrant;  
20 provided that PCH shall conduct a random drawing for all such sweepstakes in which it  
21 has guaranteed to award the prizes offered if the winning preselected number has not  
22 been returned at the end of the sweepstakes.

23 37. PCH shall not distribute a total number of entry opportunities in a  
24 sweepstakes that would be expected to result in receipt of entries in excess of the  
25 number used to calculate the odds of winning any prize in that sweepstakes.

26 38. PCH shall promptly respond to consumer complaints concerning  
billing, billing statements and/or collection notices, delivery of magazine subscriptions,  
and cancellation of magazine subscriptions. PCH shall establish a State of Alaska



liaison whose responsibility shall be to resolve customer issues referred by law enforcement agencies in Alaska.

39. PCH shall not make any representation in a covered communication which misrepresents, contradicts, or is inconsistent with, or is presented in such a way as to cause a likelihood of confusion or misunderstanding concerning, any statement or disclosure required to be made hereunder.

40. PCH shall not represent in a covered communication that its representations, solicitations, practices, goods or services have the sponsorship or approval of any Court or the Alaska Attorney General or any other judicial or governmental authority unless expressly authorized or required by such authority.

#### IV. REMEDIAL PROVISIONS

A. For each calendar year commencing with the year 2000, PCH shall mail, by first class mail in a plain white business envelope, a letter to each person shown on PCH's records at an address in the State of Alaska with paid orders of \$1000 or more during the preceding twelve (12) months to inform recipients that there is no need to make any purchase of any product(s) from PCH in order to enter the sweepstakes, that making a purchase will not improve a recipient's chances of winning a sweepstakes prize and that all entries have the same chance to win regardless of whether or not they are accompanied by an order. The letter shall not provide any sweepstakes entry or order opportunities or promote specific future sweepstakes opportunities. Beginning three (3) years after the effective date of this Consent Judgment, unless PCH is voluntarily complying with the requirements of the first sentence of Paragraph III(C)(15)(h), the Sweepstakes Facts Box shall appear with or on the back of the letter and otherwise in accordance with the requirements of Paragraph III(C)(15)(e).

B. For the first two years that this Consent Judgment is in effect, PCH shall identify and suspend from active promotion each person shown on PCH's records at an address in the State of Alaska with paid orders of \$1250 or more in the six (6) month periods ending June 30 and December 31, respectively, commencing with the period ending June 30, 2000, and



1 ending with the period ending June 30, 2002, within 60 days after the end of such period (or, in  
2 the case of the period ending June 30, 2000, within 30 days after the entry of this Consent  
3 Judgment, whichever is later), such measuring amount to be adjusted by the annual percentage  
4 increase or decrease in the Consumer Price Index from the preceding year and to exclude, when  
5 calculating the amount of paid orders, any paid single item with a purchase price of \$500 or  
6 more. Following such suspension, PCH may, if it wishes to continue promoting such person,  
7 contact such person in order to ascertain whether that person: a) is generally confused or  
8 disoriented, b) persists in the belief that buying will help him/her win, or c) is making excessive  
9 orders in relation to his or her means. PCH shall permanently remove from its active mailing  
10 category, and block all future orders from, any person who is determined to fall into category  
11 a), b) or c) above. PCH shall provide the State of Alaska with a report annually of the number  
12 of persons so removed from its active mailing category. Subject to the requirements of  
13 Paragraphs IV(D) and IV(E), and in the event PCH ascertains that the person is not generally  
14 confused or disoriented, does not persist in the belief that buying will help him/her win, and is  
15 not making excessive orders in relation to his or her means, or PCH makes three (3) good faith  
16 attempts to contact the person to make such determination and such contact is not made through  
17 no fault of PCH, PCH may immediately return the person to its active mailing category.

18  
19 C. After the conclusion of the two (2) year period set forth in Paragraph  
20 IV(B), PCH shall identify and suspend from active promotion each person shown on PCH's  
21 records at an address in the State of Alaska with paid orders of \$2500 or more in the twelve  
22 (12) month period ending December 31, commencing with the period ending December 31,  
23 2002, within 60 days after the end of such period, such measuring amount to be adjusted by the  
24 annual percentage increase or decrease in the Consumer Price Index from the preceding year  
25 and to exclude, when calculating the amount of paid orders, any paid single item with a  
26 purchase price of \$500 or more. Following such suspension, PCH may, if it wishes to continue  
promoting such person, contact such person in order to ascertain whether that person: a) is  
generally confused or disoriented, b) persists in the belief that buying will help him/her win, or



1 c) is making excessive orders in relation to his or her means. PCH shall permanently remove  
2 from its active mailing category, and block all future orders from, any person who is  
3 determined to fall into category a), b) or c) above. For so long as this Consent Judgment shall  
4 remain in effect, PCH shall provide the State of Alaska with a report annually of the number of  
5 persons so removed from its active mailing category. Subject to the requirements of  
6 Paragraphs IV(D) and IV(E), and in the event PCH ascertains that the person is not generally  
7 confused or disoriented, does not persist in the belief that buying will help him/her win, and is  
8 not making excessive orders in relation to his or her means, or in the event that PCH makes  
9 three (3) good faith attempts to contact the person to make such determination and such contact  
10 is not made through no fault of PCH, PCH may immediately return the person to its active  
11 mailing category.  
12

13 D. In addition to the requirements of Paragraphs IV(B) and IV(C), no  
14 person identified by PCH under the procedures described therein with paid orders of \$2500 or  
15 more in any six-month period (\$5000 or more in any twelve-month period) shall be returned to  
16 an active mailing category, regardless of the outcome of any contact and determination or the  
17 number of attempts made by PCH to contact such person, until 90 days have elapsed from the  
18 date the person's name was removed from PCH's active mailing category.

19 E. In addition to the requirements of Paragraphs IV(B) and IV(C), no  
20 person identified by PCH under the procedures described therein with paid orders of \$2500 or  
21 more in any six-month period (\$5000 or more in any twelve-month period) shall be returned to  
22 an active mailing category after the expiration of the 90-day promotional pause described in  
23 Paragraph IV(D) unless and until he or she is actually contacted by PCH and is not determined  
24 to fall into category a), b) or c) in Paragraphs IV(B) and IV(C).

25 F. PCH shall, during the time frame that this Consent Judgment is in effect,  
26 provide the Office of the Alaska Attorney General, Consumer Protection Section or a  
designated representative thereof, with a sample copy of each and every covered  
communication that is delivered by mail into the State of Alaska. PCH shall mail the sample



1 copies within fourteen (14) days of their dissemination within the State of Alaska. Plaintiff  
2 shall designate, in writing within sixty (60) days of the Entry of this Consent Judgment, the  
3 individual to whom the sample copies are to be delivered. During the duration of this Consent  
4 Judgment, Plaintiff may change such designation by providing written notice to PCH of the  
5 name and address of such different designee.  
6

## 7 V. FINANCIAL PROVISIONS

8 A. It is further ORDERED that PCH shall pay to the Plaintiff, such sums to  
9 be used by the Attorney General for consumer protection and antitrust investigations,  
10 enforcement, and education, or used to defray the costs of the inquiry leading hereto, an amount  
11 equal to:

12 1. \$37,862.56 (thirty seven thousand, eight hundred and sixty two  
13 dollars and fifty six cents), paid on the one year anniversary date of the entry of  
14 this Consent Judgment, and

15 2. \$37,862.56 (thirty seven thousand, eight hundred and sixty two  
16 dollars and fifty six cents), paid on the two year anniversary date of the entry of  
17 this Consent Judgment.

18 B. It is further ORDERED that PCH shall pay to the State of Ohio on behalf  
19 of the Settling States (Alaska, Alabama, California, District of Columbia, Georgia, Hawaii,  
20 Idaho, Illinois, Louisiana, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New  
21 Mexico, New York, North Dakota, Ohio, Oklahoma, South Carolina, South Dakota, Virginia,  
22 Washington and Wyoming) the sum of \$15,935,500.00 (fifteen million nine hundred thirty five  
23 thousand five hundred dollars), to be paid as follows: \$6,829,955.30 (six million eight hundred  
24 twenty nine thousand nine hundred fifty five dollars and thirty cents) on the date of entry of this  
25 Consent Judgment, \$4,552,772.35 (four million five hundred fifty two thousand seven hundred  
26 seventy two dollars and thirty five cents) on the one year anniversary date of the entry of this



1 Consent Judgment; \$4,552,772.35 (four million five hundred fifty two thousand seven hundred  
2 seventy two dollars and thirty five cents) on the two year anniversary date of the entry of this  
3 Consent Judgment. Upon receipt, such sums shall be deposited with a third party administrator  
4 agreed upon by the Settling States, for the purpose of providing restitution to consumers with  
5 paid orders with PCH totaling \$2500 or more in 1997, 1998, and/or 1999. Of the total sums  
6 paid by PCH, the sum of \$119,000.00 (one hundred and nineteen thousand dollars) shall  
7 represent the portion deposited with the third party administrator on behalf of the State of  
8 Alaska. Such sum shall be paid as follows:

10 a. \$51,003.40 (fifty one thousand and three dollars and forty cents)  
11 paid on the date of entry of this Consent Judgment.

12 b. \$33,998.30 (thirty three thousand nine hundred and ninety eight  
13 dollars and thirty cents) paid on the one-year anniversary date of the entry of  
14 Consent Judgment: and

15 c. \$33,998.30 (thirty three thousand nine hundred and ninety eight  
16 dollars and thirty cents) paid on the two-year anniversary date of the entry of  
17 Consent Judgment.

18 C. It is further ORDERED that PCH shall reimburse the State of Alaska, as  
19 well as any other states whose Courts enter a Judgment and Order against Defendant  
20 substantially on the terms hereof on or within thirty (30) days after the entry hereof, in an  
21 amount up to a total multistate reimbursement amount of \$2 million, for the actual costs paid or  
22 incurred by the State of Alaska and such other states in administering the consumer restitution  
23 program within their respective states. PCH shall reimburse the States on an ongoing basis,  
24 each payment due within thirty (30) days after receipt from the Attorney General of the State of  
25 Alaska of an invoice for any such costs so incurred up to such \$2 million in the aggregate.

26 D. It is further ordered that PCH shall provide the Plaintiff, or any third  
party administrator selected by Plaintiff, under and subject to a mutually-acceptable  
confidentiality and access agreement, with the name and address of all persons shown on PCH's  
records as having an address in Alaska and paid orders in any of 1997, 1998 or 1999 of \$2500



1 or more.

2  
3 E. If the Defendant fails to pay, when due, any amount payable hereunder,  
4 then all unpaid amounts payable hereunder shall forthwith become due and payable, together  
5 with interest thereon at the legal rate from the date of default until the date all such amounts are  
6 paid, and the Plaintiff is authorized to execute upon Defendant for the payment of all such  
7 unpaid amounts, including interest, together with costs, including reasonable attorneys' fees,  
8 actually incurred in collecting such outstanding amounts and in enforcing the terms hereof in  
9 respect thereto.

## 10 VI. ADMINISTRATIVE PROVISIONS

11 A. Jurisdiction is retained for the purpose of enabling any party affected by  
12 this Consent Judgment to apply to the Court at any time for such further orders and directions  
13 as might be necessary or appropriate for the modification, construction or carrying out of the  
14 injunctive provisions of this Consent Judgment, or for the enforcement of and the punishment  
15 of violations of any provisions hereof. Plaintiff shall give Defendant 14 days notice before  
16 filing a motion or other pleading seeking contempt of court or other sanctions for violation of  
17 this Consent Judgment. The giving of such notice shall not prevent Plaintiff from beginning  
18 such proceeding following the expiration of the 14 day period. The parties by stipulation may  
19 agree to a modification of this Consent Judgment, which agreement shall be presented to this  
20 Court for consideration; provided, that the parties may jointly agree to a modification only by a  
21 written instrument signed by or on behalf of both the plaintiff and the defendant. If PCH  
22 wishes to seek a stipulation for a modification from the plaintiff, it shall send a written request  
23 for agreement to such modification to the Attorney General at least thirty (30) days prior to  
24 filing a motion with the Court for such modification. Within thirty (30) of receipt from PCH of  
25 a written request for agreement to modify, the Attorney General shall notify PCH in writing  
26 whether the Attorney General agrees to the requested modification. If, after the date of the  
entry of this Consent Judgment, the State, its Attorney General, or any agency of the State  
charged with the administration of its consumer protection statutes, enacts or promulgates



1 legislation, rules or regulations with respect to the matters governed by this Consent Judgment  
2 that conflict with any provision of this Consent Judgment, or if the applicable law of the State  
3 shall otherwise change so as to conflict with any provision of this Consent Judgment, the  
4 Attorney General shall not unreasonably withhold its consent to the modification of such  
5 provision to the extent necessary to eliminate such conflict. Laws, rules or regulations, or  
6 other change in State law, with respect to the matters governed by this Consent Judgment, shall  
7 be deemed to "conflict" with a provision of this Consent Judgment, if such law, rule or  
8 regulation or other change in State law sets forth an obligation different from, and with the  
9 degree of specificity of, that imposed by the applicable provision of this Consent Judgment. If  
10 PCH believes that it cannot comply both with this Consent Judgment and with applicable  
11 federal law, rules or regulation, it may seek modification hereof. To the extent that federal law  
12 or regulation clearly preempts any provision of this Consent Judgment, compliance with such  
13 federal law will not constitute a violation of that provision of this Consent Judgment.

14  
15 B. In the event that upon any date prior to the termination of all of the  
16 currently pending state sweepstakes cases against PCH, PCH should reach agreement with a  
17 group of two or more states (provided that single-state settlements are not achieved by  
18 subdividing a multi-state settlement in avoidance of this Paragraph) in full resolution of  
19 disputes and/or litigation's between such states and PCH regarding alleged violations of state  
20 consumer protection laws by the sweepstakes marketing practices of PCH (a "Subsequent  
21 Agreement"), which agreement differs in any material respect from the terms of this Consent  
22 Judgment, then PCH will offer to the State of Alaska the opportunity to modify this Consent  
23 Judgment, to conform identically in all material respects to the provisions of the Subsequent  
24 Agreement, and if Alaska accepts this opportunity, PCH will cooperate with the State of Alaska  
25 to support efforts legally appropriate to modify this Consent Judgment. The provisions of this  
26 Paragraph do not apply to:

1. Any provision in a Subsequent Agreement which provides for payments by PCH to a state for categories other than those



1 recognized by this Consent Judgment (provided that different  
2 categories of relief are not created for the purpose of avoidance of  
3 this Paragraph) or for reimbursement of costs or attorneys fees  
4 which exceeds the provisions for costs and fees contained this  
5 Consent Judgment.

6  
7 2. Any provision in a Subsequent Agreement which is  
8 required by reason of the existence of specific concerns or legal  
9 standards in any particular state.

10 3. Any provision in a Subsequent Agreement which provides  
11 that PCH shall cease doing sweepstakes marketing or sale of  
12 magazines in the state.

13 4. Any provision in a Subsequent Agreement which is  
14 entered into to settle a case after judgment has been rendered in  
15 that case.

16 5. Any provision in a Subsequent Agreement which is  
17 required by reason of the naming of individual PCH employees  
18 or partners as defendants in the case brought by that State  
19 (provided that the Subsequent Agreement does not include such  
20 provision for the purpose of avoidance of this Paragraph).

21 C. Nothing in this Consent Judgment shall be deemed to permit or authorize  
22 any violation of the laws of Alaska or otherwise be construed to relieve PCH of any duty to  
23 comply with the applicable laws, rules and regulations of Alaska, nor shall anything herein be  
24 deemed to constitute permission to engage in any acts or practices prohibited by such laws,  
25 rules or regulations. Further, this Consent Judgment does not constitute an approval by the  
26 Plaintiff of any of Defendant PCH's past or future advertising, programs or practices, and  
Defendant shall not make any representation to the contrary.

D. This Consent Judgment applies only to the entities identified in  
Paragraph 4 hereof.

E. PCH shall file with the Plaintiff three (3) written reports, each signed by  
an officer or officers with knowledge of PCH's obligations under this Consent Judgment, as to  
PCH's compliance with the terms hereof, the first to be filed on or before a date six (6) months  
after the date of entry hereof, and the second and third at six-month intervals thereafter.



1 F. The provisions of Section III (Injunction) of this Consent Judgment shall  
2 become effective and apply to covered communications for delivery to addresses in the State of  
3 Alaska released for printing by PCH on or after a date sixty (60) days from the date this  
4 Consent Judgment is entered, provided such provisions shall apply to all such covered  
5 communications mailed by PCH after one hundred twenty (120) days from the date this  
6 Consent Judgment is entered regardless of the date such materials were released for printing.

7 G. This Consent Judgment will terminate automatically, and without notice  
8 or any further action by the Court, upon the Tenth (10<sup>th</sup>) anniversary of the date of entry hereof,  
9 or on July 1, 2010, whichever is the later. Upon the termination of this Consent Judgment, an  
10 Assurance of Voluntary Compliance (AVC) authorized by Alaska Statute 45.50.511, between  
11 Plaintiff and Defendant shall take force and effect. This AVC shall contain the same  
12 restrictions contained in this Consent Judgment.

#### 13 VII. SETTLEMENT AND RELEASE OF CLAIMS

14 A. PCH is entering into this Consent Judgment solely for the purposes of  
15 settlement and nothing contained herein may be taken as or construed to be an admission or  
16 concession of any violation of law, or of any liability or wrong-doing, all of which PCH  
17 expressly denies. Neither this Consent Judgment nor any part of it may be admitted in evidence  
18 against PCH in any action brought by an individual person or entity or governmental authority,  
19 except in any action or proceeding to enforce any provision of this Consent Judgment, whether  
20 in a representative or derivative capacity or otherwise, or be deemed in any other way to  
21 constitute evidence of any violation of any private right or of any law, rule or regulation of any  
22 federal, state or local governmental authority, or of any other matter of fact or law whatsoever.  
23 The State acknowledges by the execution hereof that this Consent Judgment constitutes a  
24 complete settlement and release of all civil claims under the State's consumer protection  
25 statute, whether asserted or unasserted, on behalf of the State in respect of any PCH  
26 sweepstakes promotional practice which occurred, and sweepstakes mailing packages  
disseminated, prior to the execution date hereof, and those claims, causes of action, damages,



1 fines, costs, fees and penalties that were asserted by the State in its Complaint or could have  
2 been asserted by the State under AS 45.50.471 et seq., as against PCH and other entities named  
3 as defendants in the State's lawsuit, or the respective affiliates, partners, officers, directors,  
4 employees, and agents of any of them (collectively, the "Releases") with respect to any such  
5 matters (the "Released Claims"), against the Releases. The State shall not after the execution  
6 hereof institute or proceed with any action or proceeding of any kind or nature against the  
7 Releases in respect of the Released Claims, including but not limited to any action or  
8 proceeding seeking restitution, injunctive relief, fines, penalties, attorneys fees or costs, for or  
9 in respect of the Released Claims, except that the State may institute an action or proceeding to  
10 enforce the terms and provisions of this Consent Judgment or to take action based on future  
11 non-complying conduct.  
12

13 B. This Consent Judgment does not constitute an approval by the State of  
14 Alaska of any of PCH's advertising, programs, promotions and/or practices, and PCH shall  
15 make no representations to the contrary.

16 C. This Consent Judgment does not limit the remedies available to the  
17 Office of the Attorney General in connection with any future violation of Alaska laws or  
18 regulations by PCH.

19 D. This Consent Judgment shall not affect the rights of any private party to  
20 pursue any remedy or remedies pursuant to the laws of the State of Alaska.  
21 /  
22 /  
23 /



JOINTLY APPROVED AND SUBMITTED FOR ENTRY

Dated: 8/21/00

By: Kenneth P. Eggers  
Kenneth P. Eggers, Esq.  
Groh Eggers, LLC  
3201 C Street, Suite 400  
Anchorage, AK 99503-3934  
(907) 562-6474  
Alaska Bar No.: 7310043  
Attorney for Defendant Publishers  
Clearing House

Dated: 8-18-00

BRUCE M. BOTELHO  
ATTORNEY GENERAL

By: Julia E. Coster  
for Julia Coster  
Assistant Attorney General  
1031 West 4<sup>th</sup> Avenue, Suite 200  
Anchorage, AK 99501  
(907) 269-5200  
Alaska Bar No. 8703006

IT IS SO ORDERED.

Dated: 9/11/00

By: Jeffery  
Superior Court Judge

I certify that on 9.18.00  
a copy of the above was mailed to each  
of the following at their addresses of  
record: Eggers  
Coster JC  
Secretary/Deputy Clerk

## Exhibit A-1

### 8 Point Type

SWEEPSTAKES FACTS				
PRIZE	GIVEAWAY NUMBER	ENDING DATE	WINNER SELECTED BY	ESTIMATED ODDS OF WINNING
\$1 Million	755	8/20/00	Winning Number	1:80,000,000
\$1 Million	650	*1/31/01	Winning Number	1:100,000,000
\$9,000.00 (1 @ \$5,000.00, 2 @ \$1,000.00, 1 @ \$250.00, 2 @ \$175.00, 3 @ \$150.00, 2 @ \$125.00 and 7 @ \$100.00)	793	7/31/00	Random Drawings	1:7,300,000
\$500.00	807	8/18/00	Random Drawing	1:4,000,000
*Prize may be awarded earlier at our option.				
<ul style="list-style-type: none"> <li>• Enter For Free.</li> <li>• Buying Won't Help You Win.</li> <li>• Enter As Often As You Like.</li> </ul>				
<ul style="list-style-type: none"> <li>• You Have Not Yet Won. All Entries Have The Same Chance Of Winning.</li> </ul>				

## Exhibit A-2

### 10 Point Type

SWEEPSTAKES FACTS				
PRIZE	GIVEAWAY NUMBER	ENDING DATE	WINNER SELECTED BY	ESTIMATED ODDS OF WINNING
\$1 Million	755	8/20/00	Winning Number	1:80,000,000
\$1 Million	650	*1/31/01	Winning Number	1:100,000,000
\$9,000.00 (1 @ \$5,000.00, 2 @ \$1,000.00, 1 @ \$250.00, 2 @ \$175.00, 3 @ \$150.00, 2 @ \$125.00 and 7 @ \$100.00)	793	7/31/00	Random Drawings	1:7,300,000
\$500.00	807	8/18/00	Random Drawing	1:4,000,000
*Prize may be awarded earlier at our option.				
<ul style="list-style-type: none"> <li>• Enter For Free.</li> <li>• Buying Won't Help You Win.</li> <li>• Enter As Often As You Like.</li> </ul>				
<ul style="list-style-type: none"> <li>• You Have Not Yet Won. All Entries Have The Same Chance Of Winning.</li> </ul>				



## Exhibit A-3

### Official Rules 10 Point Type

## OFFICIAL RULES

**Why we run our Sweepstakes.** We run a Sweepstakes because it's fun and exciting and calls attention to our unbeatable magazine and merchandise offers. We give away millions of dollars in prizes every year. In total, we've awarded over 158 MILLION DOLLARS since our Sweepstakes began in 1967, and the number keeps growing every year.

**All entries received from this Bulletin by August 18, 2000 will be eligible for all Giveaways as listed below.** All entries received by July 14th will be eligible for the daily prizes from Giveaway No. 793 to be selected and awarded from July 14th through July 31st. Entries received after July 14th will be eligible for the daily prizes from Giveaway No. 793 available at the time the entry arrives. All entries received by August 1st will be eligible for the daily prizes from Giveaway No. 794 to be selected and awarded from August 1st through August 31st. Entries received after August 1st will be eligible for the daily prizes from Giveaway No. 794 available at the time the entry arrives. You may receive multiple entry opportunities in our ongoing Giveaways.

**How to win our \$1 Million SuperPrize that will be awarded on August 24th.** All notices issued by Publishers Clearing House between June 20, 2000 and August 20, 2000 contain valid numbers in the winning range which means you are fully eligible to win the \$1 Million SuperPrize® (Giveaway No. 755) if you submit a timely entry from this Bulletin. We will post-select the winning number from among numbers issued in notices in this timeframe and should you have and return the matching winning number you will win this prize. All previous entries in Giveaway No. 755 will remain eligible to win at Giveaway end if the matching winning number is not returned or is not timely. See Sweepstakes Facts below for odds of winning.

**Lots of other prizes to go for.** You will win our \$1 Million SuperPrize® (Giveaway No. 650) if you submit a timely entry from this Bulletin and have the number that matches the winning number. You will win one or more cash or merchandise prizes valued at \$5,000.00, \$2,000.00, \$1,000.00, \$250.00, \$175.00, \$150.00, \$125.00 or \$100.00 from Giveaway Nos. 793 or 794 if your entry is selected in the daily random drawings. You will win \$500.00 from Giveaway No. 807 if your entry is selected as the winner in a random drawing among all eligible entrants at Giveaway end.

**All prizes guaranteed to be awarded.** If any matching winning number is not returned, the base prize will be awarded to an alternate winner by second chance random drawing among all eligible entrants at Giveaway end. In the unlikely event the winning number is duplicated for any Giveaway, there will be a random drawing among such duplicated numbers to determine a winner.

#### SWEEPSTAKES FACTS

PRIZE	GIVEAWAY NUMBER	ENDING DATE	ESTIMATED ODDS OF WINNING
\$1 Million	755	8/20/00	1:80,000,000
\$1 Million	650	*1/31/01	1:100,000,000
\$9,000.00 (1 @ \$5,000.00, 2 @ \$1,000.00, 1 @ \$250.00, 2 @ \$175.00, 3 @ \$150.00, 2 @ \$125.00 and 7 @ \$100.00)	793	7/31/00	1:7,300,000
\$500.00	807	8/18/00	1:4,000,000

\*Prize may be awarded earlier at our option.

- Enter For Free.
- Buying Won't Help You Win.
- Enter As Often As You Like.
- You Have Not Yet Won. All Entries Have The Same Chance Of Winning.

**How our prizes pay out.** Win \$1,000,000.00 and you will receive \$50,000.00 the first year, \$25,000.00 a year thereafter, plus a final payment of \$250,000.00 in the 30th year. Present value of Giveaway Nos. 650 and 755 will vary depending on interest rates and market conditions at the time of the award. All other prizes will be paid in full by check at time of award, unless otherwise noted.

**Enter For Free.** You don't have to buy anything to enter. Just follow the instructions on the free Entry Postcard contained in this mailing. You will be entered once for each prize offered in this mailing.

**You Have Not Yet Won. All Entries Have The Same Chance Of Winning.** No one will know who the winner is until after the sweepstakes ends.

**Our Prize Patrol will notify winners of prizes of \$10,000.00 or more in person.** We'll contact winners of prizes under \$10,000.00 by mail. The entrant named on the winning entry form will be considered the winner. We must locate any winner and have him or her execute an Affidavit of Eligibility within 30 days or we will select an alternate winner. Acceptance of prize, unless otherwise noted, constitutes permission to use winner's name and photograph in television commercials and for other promotional purposes.

**Buying Won't Help You Win.** Your chances of winning without a purchase are just as good as the chances of someone who buys something.

**Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at the address below. Each time you write us you will be entered once in each ongoing sweepstakes. Each entry request must be mailed separately. We do not accept entries from a third party nor entries sent in bulk.

**Giveaway Supervisors' decisions are final.** Taxes are the winner's responsibility. Sweepstakes is open to residents of the U.S., the U.K. and Canada. We are not responsible for lost, delayed or misdirected mail or any errors that may have occurred in the printing of this Bulletin. Principals and employees of Publishers Clearing House, its affiliates and subsidiaries, contest processors, their immediate families and Giveaway Supervisors are not eligible. All federal, state and local laws apply.

**To to obtain our most recent list of winners, or if you wish to stop receiving Bulletins from us, just let us know by calling the number or writing to us at the address below.**

#### ALL PRIZES GUARANTEED TO BE AWARDED

A SHIPPING & HANDLING CHARGE AND PROCESSING FEE WILL BE ADDED TO ALL NON-MAGAZINE ORDERS AS FOLLOWS:

AMOUNT OF PURCHASE	S/H & PROCESSING
Up to \$10.00	\$4.85
\$10.01 to \$17.00	\$5.95
\$17.01 to \$25.00	\$6.95
\$25.01 to \$45.00	\$7.95
\$45.01 and above	\$8.95

Applicable sales tax will be added in CT, MN, NY and WI. Merchandise will be shipped within 4-6 weeks or you will be notified. Overdue payments may be subject to a late fee of \$1.50.

At Publishers Clearing House, we process orders the day they arrive and notify publishers and suppliers to start service immediately. Weekly magazines are in the mail to you in just 3 or 4 weeks - 5 at the most. Monthly magazines (and those published less frequently) take a few weeks more. Your satisfaction is our main priority.

NOTE: TV GUIDE is unavailable in Puerto Rico and U.S. possessions. Subscription rates for NEWSWEEK vary in U.S. possessions. Write us, listing your address, and we'll advise you of the price.



© 2000

PUBLISHERS CLEARING HOUSE • 101 WINNERS CIRCLE • PORT WASHINGTON, NEW YORK 11050

1-800-645-9242



## Exhibit B-1

10 Point Type  
3" x 5" Insert

SWEEPSTAKES FACTS			
PRIZE	GIVEAWAY NUMBER	ENDING DATE	ESTIMATED ODDS OF WINNING
\$1 Million	755	8/20/00	1:80,000,000
\$1 Million	650	*1/31/01	1:100,000,000
\$9,000.00 (1 @ \$5,000.00, 2 @ \$1,000.00, 1 @ \$250.00, 2 @ \$175.00, 3 @ \$150.00, 2 @ \$125.00 and 7 @ \$100.00)	793	7/31/00	1:7,300,000
\$500.00	807	8/18/00	1:4,000,000
*Prize may be awarded earlier at our option.			
<ul style="list-style-type: none"> <li>• <b>Enter For Free.</b> You don't have to buy anything to enter. Just follow the instructions on the free Entry Postcard contained in this mailing. You will be entered once for each prize offered in this mailing.</li> <li>• <b>Buying Won't Help You Win.</b> Your chances of winning without a purchase are just as good as the chances of someone who buys something.</li> <li>• <b>Enter As Often As You Like.</b> You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: [PCH address]. Each time you write us you will be entered once in each ongoing sweepstakes. Each entry request must be mailed separately.</li> <li>• <b>You Have Not Yet Won. All Entries Have The Same Chance Of Winning.</b> No one will know who the winner is until after the sweepstakes ends.</li> </ul>			

## Exhibit B-2

12 Point Type  
4.5" x 7" Insert

SWEEPSTAKES FACTS			
PRIZE	GIVEAWAY NUMBER	ENDING DATE	WINNER SELECTED BY ESTIMATED ODDS OF WINNING
\$1 Million	755	8/20/00	Winning Number 1:80,000,000
\$1 Million	650	*1/31/01	Winning Number 1:100,000,000
\$9,000.00 (1 @ \$5,000.00, 2 @ \$1,000.00, 1 @ \$250.00, 2 @ \$175.00, 3 @ \$150.00, 2 @ \$125.00 and 7 @ \$100.00)	793	7/31/00	Random Drawings 1:7,300,000
\$500.00	807	8/18/00	Random Drawing 1:4,000,000
*Prize may be awarded earlier at our option.			
<ul style="list-style-type: none"> <li>• <b>Enter For Free.</b> You don't have to buy anything to enter. Just follow the instructions on the free Entry Postcard contained in this mailing. You will be entered once for each prize offered in this mailing.</li> <li>• <b>Buying Won't Help You Win.</b> Your chances of winning without a purchase are just as good as the chances of someone who buys something.</li> <li>• <b>Enter As Often As You Like.</b> You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: [PCH address]. Each time you write us you will be entered once in each ongoing sweepstakes. Each entry request must be mailed separately.</li> <li>• <b>You Have Not Yet Won. All Entries Have The Same Chance Of Winning.</b> No one will know who the winner is until after the sweepstakes ends.</li> </ul>			



# APPENDIX 6

FILED IN DENVER  
DISTRICT COURT  
DENVER, COLORADO  
COPY-F

01 AUG -1 AM 9:53

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202</p> <hr/> <p>THE STATE OF COLORADO, <i>ex. rel.</i> KEN SALAZAR, Attorney General, Plaintiff, v. PUBLISHERS CLEARING HOUSE, a New York limited partnership, Defendant.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>KEN SALAZAR, Attorney General Maria E. Berkenkotter, No. 16781 Jay B. Simonson, No. 24077 Andrew P. McCallin, No. 20909 1525 Sherman Street, 5<sup>th</sup> Floor Denver, Colorado 80203 Phone: 303-866-5134; Fax: 303-866-5443 E-Mail: <a href="mailto:Andrew.McCallin@State.CO.US">Andrew.McCallin@State.CO.US</a></p> <p>SNELL &amp; WILMER LLP Neil Peck, No. 2922 1200 Seventeenth St., Suite 1950 Denver, Colorado 80202 Phone: 303-634-2000; FAX: 303-634-2020 E-mail: <a href="mailto:npeck@swlaw.com">npeck@swlaw.com</a></p> <p>DAVIS GRAHAM &amp; STUBBS LLP Tom McNamara, No. 19880 1550 Seventeenth St., Suite 500 Denver, Colorado 80202 Phone: 303-892-9400; FAX: 303-893-1379 E-mail: <a href="mailto:tom.mcnamara@dgsllaw.com">tom.mcnamara@dgsllaw.com</a></p> <p>MORGAN, LEWIS &amp; BOCKIUS LLP Richard A. Mescon 101 Park Avenue New York, New York 10178 Phone: 212-309-6000; FAX: 212-309-6273 E-mail: <a href="mailto:rmescon@morganlewis.com">rmescon@morganlewis.com</a></p>	<p>Case No.: 00-CV-326</p> <p>Courtroom: 8</p>

## STIPULATION FOR ENTRY OF CONSENT JUDGMENT

The parties have reached a settlement of this action. The terms of the settlement are reflected in the attached Consent Judgment. The parties request that the Court enter the attached Consent Judgment. As grounds therefor, the parties state:

1. Plaintiff filed this action on January 24, 2000 under the Colorado Consumer Protection Act, sections 6-1-101, *et seq.*, C.R.S. (2000).
2. On May 22, 2000, Defendant, Publishers Clearing House ("PCH") filed an answer denying the allegations of the complaint.
3. As a result of multistate settlement negotiations, PCH and twenty-six States, including the State of Colorado, have agreed to the settlement reflected in the attached Consent Judgment. A substantially similar Consent Judgment will be presented to courts in twenty-five (25) other states for approval and entry.

WHEREFORE, the parties request that the Court enter the Consent Judgment attached hereto.



Respectfully submitted this 1<sup>st</sup> day of August, 2001.

On behalf of the Plaintiff the State of  
Colorado, *ex rel.*  
KEN SALAZAR, Attorney General

On behalf of the Defendant  
Publishers Clearing House

NATIONAL SETTLEMENT COUNSEL:



MARIA E. BERKENKOTTER, 16781\*  
First Assistant Attorney General  
Business Regulation Unit  
Consumer Protection Section

JAY B. SIMONSON, 24077\*  
Assistant Attorney General  
Business Regulation Unit  
Consumer Protection Section

ANDREW P. McCALLIN, 20909\*  
Assistant Attorney General  
Business Regulation Unit  
Consumer Protection Section

Attorneys for Plaintiff

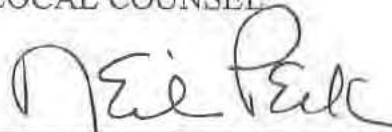
\*Counsel of Record

Benjamin R. Civiletti, Esq.  
Jeffrey D. Knowles, Esq.  
William D. Coston, Esq.  
Christopher E. Gatewood, Esq.  
Venable, Baetjer, Howard & Civiletti, LLP  
1201 New York Avenue, NW, Suite 1000  
Washington, DC 20005-3917

NATIONAL LITIGATION COUNSEL:

Richard A. Mescon, Esq.  
Morgan, Lewis & Bockius LLP  
101 Park Avenue  
New York, New York 10178

LOCAL COUNSEL:



Neil Peck, 2922  
Snell & Wilmer L.L.P.  
Suite 1950  
1200 Seventeenth Street  
Denver, Colorado 80202

Tom McNamara, 19880  
Davis Graham & Stubbs, LLP  
Suite 500  
1550 Seventeenth Street  
Denver, Colorado 80202

Attorneys for Defendant

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO  1437 Bannock Street Denver, CO 80202 <hr/> THE STATE OF COLORADO, <i>ex rel.</i> KEN SALAZAR, Attorney General,  Plaintiff,  v.  PUBLISHERS CLEARING HOUSE,  Defendant.	▲ COURT USE ONLY ▲
	Case No.: 00-CV-326  Ctrm.: 8
<b>CONSENT JUDGMENT</b>	

This matter is before the Court on the parties' Stipulation for Entry of a Consent Judgment. The Court has reviewed the Stipulation and the file and is otherwise advised in the grounds therefor. The Court concludes that good cause has been shown for entering this Consent Judgment.

Accordingly IT IS ORDERED that:

### **I. GENERAL PROVISIONS**

1. Scope of Consent Judgment. The injunctive provisions of this Consent Judgment are entered pursuant to the Colorado Consumer Protection Act 6-1-101 *et. seq.*, C.R.S. (2000) and any consumer protection laws relating to sweepstakes promotions and practices and that are applicable to Publishers Clearing House, a New York limited partnership ("PCH"), and all of its subsidiaries and affiliates, general partners, officers, directors, employees, agents, servants, and representatives of any of them, and the successors and assigns of each thereof, and all persons, corporations, partnerships, and other entities acting in concert or participating with PCH, who have actual or constructive knowledge of this Consent Judgment. Notwithstanding anything to the contrary set forth in this Consent Judgment or otherwise, this Consent Judgment applies to natural persons



only in their respective capacities as directors, officers, employees, agents, or servants of PCH or other relevant entity and does not create any personal liability, nor shall any of them be subjected to any penalty or sanction or otherwise personally be answerable for any conduct that is alleged to be a violation of any provision hereof, but all penalties and sanctions imposed for such violations shall be imposed solely on PCH or the relevant entity, as the case may be.

2. Release of Claims. The State acknowledges by its execution hereof that this Consent Judgment constitutes a complete settlement and release of all claims on behalf of the State against PCH, and all of its subsidiaries and affiliates, past and present, and their past and present general partners, officers, directors, employees, agents, servants, limited partners, and members of its Executive Committee, and representatives of any of them, and the successors and assigns of each thereof (all such released parties shall be collectively referred to as the "Releasees"), with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted prior to the Effective Date under the above-cited consumer protection statutes and relating to or based upon the acts or practices which are the subject of this Consent Judgment. The State agrees that it shall not proceed with or institute any civil action or proceeding based upon the above-cited consumer protection statutes against the Releasees, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees, or costs, for any communication disseminated prior to the Effective Date which relates to the subject matter of this Consent Judgment or for any conduct or practice prior to the Effective Date which relates to the subject matter of this Consent Judgment. Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment or to take action based on future conduct by the Releasees.

3. Preservation of Law Enforcement Action. Nothing herein precludes the State from enforcing the provisions of this Consent Judgment, or from pursuing any law enforcement action with respect to the acts or practices of PCH not covered by this Consent Judgment or any acts or practices of PCH conducted after the Effective Date of this Consent Judgment.

4. Compliance with and Application of State Law. Nothing herein relieves PCH of its duty to comply with applicable laws of the State nor constitutes authorization by the State for PCH to engage in acts and practices prohibited by such laws. This Consent Judgment shall be governed by the laws of the State.

5. Non-Approval of Conduct. Nothing herein constitutes approval by the State of PCH's past or future Sweepstakes or other practices. PCH shall not make any Representation contrary to this paragraph.

6. Preservation of Private Claims and Relation to Private Settlements. Nothing herein shall be construed as waiver of any private rights, causes of action, or remedies of any person against PCH with respect to the acts and practices covered by this Consent Judgment. PCH agrees to the terms and conditions of this Consent Judgment as additional obligations above and beyond the terms of its settlement in Thomas G. Vollmer, et al. v. Publishers Clearing House, et al., United States District Court, Southern District of Illinois, Case No. 99-434-GPM. PCH hereby waives all arguments and legal grounds that PCH's obligations under this Consent Judgment are in any way limited by the settlement or the court's order in Vollmer.

7. Relationship to Prior State Enforcement Actions. Nothing herein is affected by the Agreed Entry and Final Judgment Order in State of Ohio ex rel. Montgomery v. Publishers Clearing House, Case No. 00CVH-01-635.

8. Use of Settlement as Defense. PCH acknowledges that it is the State's customary position that an agreement restraining certain conduct on the part of a defendant does not prevent the State from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the State's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the State from taking enforcement action to address conduct occurring after the entry of this Consent Judgment that the State believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Consent Judgment shall not be a defense to any such enforcement action.

9. Execution in Counterparts. This Consent Judgment may be executed in counterparts.

## II. DEFINITIONS

10. Definitions. The following definitions shall be used in interpreting the terms of this Consent Judgment.

- a. **"Bonus"** means any item or items offered as an inducement to purchase other merchandise, or made available only to persons ordering such other merchandise, where (i) no additional payment is required to obtain the item(s) and (ii) the item(s) have a total retail value of \$30.00 or less, adjusted annually by the percentage change in the Consumer Price Index since the Effective Date.
- b. The **"Buying Won't Help You Win Message"** means the following statement: **"Buying Won't Help You Win. Your chances of winning without a purchase are the same as the chances of someone who buys**



something. It would not be lawful to give any advantage to buyers in a Sweepstakes."

- c. **"Clear and Conspicuous"** means readily understandable and presented in such size, color, contrast, location, and audibility, compared to the other matter with which it is presented, as to be readily noticed and understood. If a statement modifies, explains, or clarifies other information with which it is presented, it shall also be presented in close proximity to the information it modifies and it shall not be obscured. This definition applies to other forms of the words "Clear and Conspicuous," such as "Clearly and Conspicuously."
- d. **"Effective Date"** means the date this Consent Judgment is entered, provided that the provisions of this Consent Judgment shall apply only to those Sweepstakes Communications that are released for printing after sixty (60) days after the Effective Date but in all events shall apply to any Sweepstakes Communication mailed by PCH after one hundred twenty (120) days from the date this Consent Judgment is entered regardless of the date such materials were released for printing.
- e. The **"Enter for Free Message"** means the following statement: **"Enter for Free. You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in the Official Rules."**
- f. The **"Enter As Often As You Like Message"** means the following statement: **"Enter as Often as You Like. You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: [specify address]. Each time you write to us you will be entered once in each ongoing Sweepstakes. Each entry request must be mailed separately."**
- g. **"Entry Device"** means any device or mechanism included in a Sweepstakes Communication that can be used to enter a Sweepstakes, but excludes other entry devices or mechanisms such as a toll-free telephone entry method or write-in entries submitted by consumers on their own initiative.
- h. **"Merchandise"** shall include any objects, wares, goods, commodities, intangibles, real estate, services or anything offered, directly or indirectly, to the public for sale.

- i. **"Misrepresent"** means any Representation that is false or misleading.
- j. **"Odds of Winning"** means the phrase "1 in XXX," where XXX equals the quotient of the best estimate, based upon recent prior experience with the Sweepstakes or similar Sweepstakes, of the number of entries to be received during the course of the Sweepstakes divided by the number of units of the Prize to be awarded. For purposes of this Consent Judgment each chance to win contained in a communication constitutes a separate entry.
- k. **"Official Rules"** means the formal printed statement of the rules for a Sweepstakes appearing in a communication.
- l. **"Order"** means a consumer offer to purchase Merchandise from PCH, or a consumer request for PCH to sell Merchandise to the consumer, regardless of whether or not the consumer ever pays for the Merchandise. For the purposes of this Consent Judgment, "order" and "purchase" have the same meaning and "orderer" refers to a consumer who orders.
- m. **"Premium"** means any item offered as an inducement to purchase other Merchandise, or made available only to persons ordering such other Merchandise, where (i) some payment is required (in addition to the price of the Merchandise) to obtain the item and (ii) the item has a retail value of more than \$ 30.00 (adjusted annually by the percentage change in the Consumer Price Index since the Effective Date). The term "Premium" excludes items offered only as accessories to products purchased or as additional units of the products purchased.
- n. **"Prize"** means cash or an item or service of monetary value that is offered or awarded to a winner in a Sweepstakes or Skill Contest. The term does not include one or more similarly valued items or cash amounts of nominal value that are distributed to all or substantially all participants in a Sweepstakes or Skill Contest.
- o. **"Recipient"** means a natural person to whom a communication is made by PCH.
- p. **"Represent"** means to state, or to imply through statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or through any other manner or means by which meaning might be conveyed. For purposes of this Consent Judgment, this definition applies to other forms of the word "Represent," including



without limitation "Representation." In determining the express or implied meaning of a Representation that appears from the outside of a mailing envelope, only matter visible without opening the envelope shall be considered.

- q. The "Settling States" are: Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, North Carolina, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Vermont, West Virginia, and Wisconsin.
- r. "Skill Contest" means a puzzle, game, competition, or other contest in which the outcome depends in whole or in part on the skill of the contestant, and in which an Order, payment, or donation is required or implied to be required to enter the contest.
- s. "Sweepstakes" means any contest, giveaway, drawing, or other enterprise or promotion in which anything of value is offered or awarded to entrants by chance or random selection.
- t. "Sweepstakes Communication" means any communication delivered by mail, by newspaper or magazine advertisement, by television or radio broadcast media, or by E-mail, Internet, or Internet web page by or on behalf of PCH that offers an opportunity to enter a Sweepstakes, refers to a Sweepstakes, or refers to the opportunity to enter a Sweepstakes. Where a mailing contains a component with any of the foregoing, then the entire mailing constitutes a Sweepstakes Communication. The term does not include consumer education materials, customer service communications, or communications responding to consumer complaints or inquiries. Any provision in this Consent Judgment that does not expressly refer to a Sweepstakes Communication applies to all communications regardless of their nature or form, unless otherwise expressly limited.
- u. "You Have Not Yet Won Message" means the following statement:  
"You Have Not Yet Won. All Entries Have the Same Chance of Winning. The winner has not been identified. We don't know who the winner is. If you enter our Sweepstakes, your entry will have the same chance of winning as any other entry."

### III. INJUNCTIVE TERMS

#### A. Business Practices -- Representations in Solicitations

11. Prohibition of False Statements of Fact. PCH shall not make statements of fact that are false, in any Sweepstakes Communication or sales solicitation.
12. Prohibition of False Representations, Deception, Omissions, and Concealment. PCH shall not make Representations that, under applicable State law, are false, deceptive or misleading, or omit or conceal facts which, under applicable State law, are material, in any Sweepstakes Communication.
13. Unconditional Winner Representations. PCH shall not Represent that the Recipient of a Sweepstakes Communication has won, is the winner, or unconditionally will be the winner of a Sweepstakes or a Prize unless:
  - a. such person or their entry has won or will be determined to be the winner,
  - b. the Representation is not false, deceptive, or misleading, and
  - c. the Prize and its value are Clearly and Conspicuously disclosed in the Representation itself.
14. Conditional Winner Representations. PCH shall not Represent that the Recipient or a limited number of individuals may be or may become the winner, characterize the Recipient as a possible winner, or Represent that the Recipient will, upon the satisfaction of some condition or the occurrence of some event or other contingency, become the winner of a Sweepstakes Prize unless:
  - a. Such Representation conveys in readily noticeable and readily understandable terms that the Recipient has not been identified as the winner,
  - b. Such Representation conveys in readily noticeable and readily understandable terms that the winner will not be known until some time in the future, that the conditions necessary to become a winner have not yet been fulfilled, or that it is not yet known whether the conditions have been fulfilled,
  - c. Such Representation contains within it all material conditions needed to make it truthful and not misleading, including but not limited to the



conditions that must be satisfied in order for the Recipient to be determined as the winner. All such conditions must be

- (i) stated in readily noticeable and readily understandable terms,
- (ii) presented in such a manner that they are an integral part of the Representation and not separated from the remainder of the Representation by intervening words, graphics, or colors or blank space in excess of a single horizontal space or the vertical distance between two lines which are single spaced,
- (iii) made in terms, syntax, and grammar that are as simple and easy to understand as those used in the Representation, and
- (iv) presented in such a manner that they appear in not less than 100% of the type size and in the same type face, color, style, and font as the remainder of the Representation.

A general Representation, such as that an entry is necessary to win, that is clearly applicable to all Recipients of the communication is not subject to the requirements of this subparagraph.

- d. Neither such Representation nor any conditional phrases, terms, or statements necessary to make it truthful uses the present or past tense in referring to the Recipient as a winner, or otherwise Represents that the Recipient is presently a winner or has already won.
- e. Such Representation does not Represent that the Recipient has already won, is a winner, definitely will win in the future, or has a greater likelihood of being declared the winner than he or she actually has.
- f. Such Representation is not presented in such a way as to cause a likelihood of confusion or misunderstanding as to Recipient's status as a winner or possible winner.

15. Representations Relating to Potential Winning or Enhanced Status.

- a. PCH shall not Represent to a Recipient that
  - (i) he or she will win, is likely to win, is close to winning, or that his or her winning is imminent;

- (ii) he or she has been specially selected to receive a Sweepstakes entry opportunity,
  - (iii) he or she is among a select group with an enhanced chance of winning a Prize, or is more likely to win than other entrants in that group; or
  - (iv) the elimination of other persons has enhanced his or her chances of winning a Prize (other than by reason of the failure of others to enter).
- b. PCH shall not Misrepresent that the Recipient is receiving individualized attention from PCH in connection with winning a Prize.
- c. Without in any way limiting the scope of the foregoing, the following acts and practices are deemed to violate this prohibition:
  - (i) Using any document or device relating to the Recipient or the Recipient's winnings, including but not limited to any press release, disclosure authorization, or publicity permission form concerning the Recipient, or any attorney letter or tax advice relating to the Recipient's Prize winnings, the provision of which Represents that the Recipient is closer to winning than is in fact the case because the Recipient is being furnished documents or devices of that nature.
  - (ii) Using (a) any simulated check or other payment device designating the Recipient as a winner, a likely winner, the payee, or likely beneficiary of a Prize; or (b) any commercial or financial form, legal instrument or ownership document, relating to the Recipient or the Recipient's winnings, in such a manner as to Represent that the Recipient is the winner or a likely winner of a Prize because the Recipient is being furnished items of that nature.
  - (iii) Requesting information or action from the Recipient that would be of use or is Represented as being of use in the event the Recipient has won a Sweepstakes Prize unless the Recipient has been determined to be the winner of the Prize. Examples of prohibited requests include, but are not limited to:
    - (a) A request for information concerning the Recipient's whereabouts at the time the Prize is to be awarded.



- (b) A request for information concerning the Recipient's preferences for events relating to the awarding of a Sweepstakes Prize.
- (c) A request for the Recipient to execute a document or agreement, such as a release, publicity document, or a confidentiality agreement, that creates or is Represented to create duties, obligations, or other commitments arising out of or related to the awarding of a Sweepstakes Prize.
- (d) A request for information concerning the Recipient's preferences regarding characteristics of the Prize to be awarded, such as the color of a vehicle unless:
  - (1) either (a) such information is actually recorded and used by PCH or (b) the response to the request is clearly optional, and
  - (2) such request is presented in such a manner that it (a) is clearly being made of all Recipients of the communication, (b) does not Misrepresent the Recipient's chances of winning, and (c) includes the Clear and Conspicuous statement "You Have Not Yet Won. We Don't Know Who the Winner Is."

So long as the request is otherwise in compliance with all of the foregoing provisions of this paragraph 15(c)(iii)(d) and the other provisions of this Consent Judgment, PCH may request information concerning the Recipient's eligibility to enter and win the Sweepstakes or the completion of an entry requirement or the use of a device that is required for entry.

(iv) Using

- (a) the terms "Tied," "Tie Breaker," "Guaranteed Winner," "Endorsed to Win," "Candidate to Win," "Approved to Win," "Guaranteed to Win," "On Call to Win," "Finalist" or "Final Round," or
- (b) any term that Misrepresents that the Recipient has an enhanced status or position within a Sweepstakes superior to other timely entrants to describe any such status or position.

- (v) Representing that any Sweepstakes is an "instant win" contest or that a winner will be determined immediately unless either:
  - (a) in the case of a pre-selected number Sweepstakes, the matching of entries is performed as the entries are received by PCH and any winner is promptly announced, or
  - (b) in all other cases, there are procedures in place to monitor deliveries and identify and announce a winner promptly after receipt.
- (vi) Representing that the Prize Patrol is coming to the Recipient's house to award a Prize, or using the Prize Patrol or any reference to the Prize Patrol to Misrepresent
  - (a) that the Recipient is receiving individualized attention from PCH in connection with winning a Prize,
  - (b) that the Recipient's winning is imminent,
  - (c) that the Recipient is more likely to win than is in fact the case, or
  - (d) that the Recipient is among a select group with an enhanced chance of winning a Prize.
- (vii) Representing that PCH or one or more of its representatives wish to be able to or may communicate to the media, the public, or anyone else as to whether the Recipient placed an Order in connection with his or her winning entry.
- (viii) Representing that the Recipient should conceal the contents of any Sweepstakes Communication, or should not reveal the contents of any Sweepstakes Communication to any other person, or should not speak about the promotion or contest with anyone else.
- (ix) Representing that any communication has been sent by overnight mail, courier, express mail, special delivery, or any other form of expedited delivery or special handling when such is not the case, or otherwise suggesting the use of some delivery method other than the method actually used.



- (x) Representing, when such is not the case, that the contents of a mailed communication require the Recipient's urgent attention, that the mailing was "monitored," that the government played some role in approving or originating the mailing, or that the postal service or government provided any degree of heightened attention or protection to the mailing; provided that generalized requests for a prompt response shall not be deemed to violate this provision.
- (xi) Representing that the Recipient is the only person, or is one of only a few persons, to whom the communication has been delivered, when such is not the case, or Representing that the group of persons to whom the communication has been delivered is smaller than it actually is.
- (xii) Using a return address that
  - (a) Represents that the sender is not PCH or a licensee or tradename owned by PCH,
  - (b) that includes the name of an individual, department, or business function as the sender that does not exist or that is not responsible for matters covered in the communication in question,
  - (c) Represents that the individual or department has any influence or ability to increase the likelihood that the Recipient is or would be a winner, or
  - (d) identifies the sender as PCH's Board of Judges.
- (xiii) Using a scratch-off device that reveals information Representing that the Recipient was lucky to receive the scratch-off device, or that the information communicated by the device is determined by luck, when in fact all or substantially all Recipients received scratch-off devices bearing the same or substantially the same information.
- (xiv) Representing that the Recipient shares characteristics with past Sweepstakes winners other than having entered.
- (xv) Setting out the Recipient's name on a list of winners.
- (xvi) Representing that the Recipient is lucky or is on a lucky streak.
- (xvii) Using congratulatory expressions to Misrepresent that the Recipient has

attained an improved or elevated status in the Sweepstakes or has an improved or elevated chance of winning the Sweepstakes or a Prize.

PCH may, if it offers a Prize that is only available to entrants from a specified communication(s) or a specified group(s), state that fact if such statement is not otherwise false, misleading, or deceptive; does not Misrepresent the Recipient's likelihood of winning or Represent that the Recipient has an enhanced status in the Sweepstakes different from other persons to whom the Prize is offered; and Clearly and Conspicuously discloses the basis upon which such Prize will be awarded.

16. Representations Related to Prize. PCH shall not, in a Sweepstakes Communication in which it offers one or more items of the same or substantially the same value to all or substantially all Recipients of the communication:

- a. Represent that such items are Prizes or awards or are otherwise distributed by chance,
- b. Use the terms Sweepstakes, win, or drawing to describe the process by which such items will be distributed or otherwise Represent that such process involves a distribution by chance, or
- c. Use the terms winner, luck, lucky, or congratulations to describe the Recipient or otherwise Represent that the Recipient is fortunate in having been selected to receive the item or has a special status in the distribution.

Subject to subparagraphs a through c above, PCH may Represent that the items to be received by all timely entrants are gifts, or terms of like meaning and import, and may describe the actual process by which such items are distributed.

17. Representations Contrary to Random Winner-Selection Process. PCH shall not Represent that a Sweepstakes Prize will or may be awarded in a non-random manner or that any entry has, will have, or may have any advantage over other timely entries in a Sweepstakes. PCH shall not Misrepresent the likelihood of the Recipient winning any Sweepstakes or Prize.

18. Representations of Personal Feelings. PCH shall not Misrepresent in a Sweepstakes Communication in relation to any Sweepstakes, Prize, or entry, that its employees or others acting on its behalf, real or fictitious, have personal feelings concerning or a personal relationship with the Recipient of the communication, including, but not limited to, Representations that:

- a. they have a shared interest with the Recipient,



- b. they have any belief, feeling, or opinion relating specifically to the Recipient, such as the Recipient deserves to win,
- c. they have taken or refrained from taking or will take or will refrain from taking any action relating specifically to concerning the Recipient.

The foregoing does not prohibit general expressions of good will towards or interest in Sweepstakes participants or customers as a group.

19. Fictitious Events or Things. PCH shall not Represent in a Sweepstakes Communication, as personalized dramatizations of its business processes or winner-selection methodologies or otherwise, the following:

- a. fictitious conversations, meetings, events, or actions purporting to have taken place and relating specifically to the Recipient, including without limitation conversations between or meetings of employees or representatives of PCH relating specifically to the Recipient, or
- b. fictitious conversations, meetings, events, or actions purporting to be set in the future and relating specifically to the Recipient where such events are unlikely to occur, or
- c. fictitious documents purportedly prepared or drafted for possible future use which relate specifically to the Recipient including without limitation internal documents, reports, and communications between PCH and others that pertain to the Recipient.

20. Representations Related to Ordering Giving an Advantage in the Winner Selection Process. PCH shall not Represent that a purchase is necessary to enter or win a Sweepstakes or that ordering improves the Recipient's likelihood of winning. Without in any way limiting the scope of the foregoing, the following acts and practices are deemed to violate this provision:

- a. Representing that an Order or a person's Order history has resulted in, will result in, or may result in any special, different, or enhanced status in a Sweepstakes or with PCH relating to a Sweepstakes.
- b. Representing that past winners had ordered Merchandise or that past winners' ordering history increased their chances of winning.
- c. Representing that a person's ordering history enhances the likelihood of

winning, such as through report cards, performance reviews, and winner profiles.

- d. Representing that a person who enters and Orders will or may be eligible to receive additional Prizes or more likely to win than a person who enters but does not Order, or that a person who enters and Orders will or may be given any advantage over a person who enters but does not Order.
- e. Representing that a person who enters but does not Order will or may receive fewer Prizes or be less likely to win than a person who enters and Orders, or that a person who enters but does not Order will or may be subjected to any disability or disadvantage to which a person who enters and Orders would not be subjected.
- f. Representing that persons who Order will or may receive or be more likely to receive future communications containing Sweepstakes entry opportunities than those who fail to Order, or that a communication containing an entry opportunity was or was not received because the Recipient did or did not Order in the past, provided that PCH may Represent
  - (i) that specific product offers are being offered or will or may be offered to the Recipient based on his or her actual Order activity and indicated interest in such products, or
  - (ii) that the Recipient has qualified or will qualify for special discounts or product offers or customer privileges with respect to purchasing by reason of actual Order activity.
- g. Representing that persons who fail to Order will or may not receive or will or may be less likely to receive future Sweepstakes entry opportunities, or that a communication was not received because the Recipient failed to Order in the past.
- h. Offering in any sales solicitation or billing effort any opportunity to enter a Sweepstakes that is or appears to be available only to persons who have previously Ordered or paid for products ("Customer-Only Sweepstakes") unless in accordance with the following:
  - (i) No present or future purchase is required to enter the Customer-Only Sweepstakes, and no Representation to the contrary is included in such communication;



- (ii) No Representation is made to the Recipient that he or she would, by Ordering, qualify to receive an opportunity to enter Customer-Only Sweepstakes in the future;
  - (iii) Such Customer-Only Sweepstakes are offered only infrequently and irregularly; and
  - (iv) Such Customer-Only Sweepstakes are not presented in such a manner as to give rise to an expectation that such opportunities will be available in the future.
- i. Representing that membership in a club in which membership is or appears to be based on Orders or Ordering history, such as, without limitation, the President's Club or the President's Gold Club, increases or may increase the Recipient's likelihood of winning a Sweepstakes or a Prize, or enhances or may enhance the Recipient's eligibility for additional Sweepstakes, Prizes, or entry opportunities.

21. Representations Related to Preexisting Entries. PCH shall not Represent that the Recipient's failure to respond to a communication will or may result in the forfeiture or other loss of any previous valid entry or loss of any Prize to which the Recipient is or may be entitled, or Misrepresent that failure to timely return an entry will or may result in a loss of opportunity to enter the same Sweepstakes by response to another mailing or by an alternative method of entry.

22. Representations Related to Payment of Invoices. PCH shall not Represent to a Recipient that his or her payment history, failure to pay an invoice or payment of an invoice will or may affect the Recipient's likelihood of winning a Sweepstakes or eligibility for a Sweepstakes.

#### **B. Business Practices -- Required Disclosures**

23. Remedial Advertising in Sweepstakes Communications. For a period of two (2) years, commencing with the Effective Date, PCH shall include one of the remedial messages set forth below on the front side of the Order device, the front side of the primary letter, or the front side of the Sweepstakes Facts insert in each Sweepstakes Communication delivered by mail that contains an opportunity to Order Merchandise. The message must be Clear and Conspicuous, and PCH shall use each remedial message an equal number of times by changing the remedial message approximately every third mailing.

- a. "What's wrong with this word: GNIYUB? That's right! It's backwards. And if you think that you need to buy in order to win a Sweepstakes, that's backwards too. No purchase has ever been necessary to enter and win a PCH Sweepstakes. In fact, it would not be lawful to require a purchase to enter a Sweepstakes, and we don't want you to purchase a product unless it is right for you."
- b. "Does buying help you win? Absolutely not! In fact, many of our winners have been non-purchasers. They won and they didn't buy a thing! Here's how it works. When your Sweepstakes entry comes to PCH, it doesn't matter whether you have purchased anything or not (either this time or in the past). It is luck - not purchasing - that determines who wins!"
- c. "Do you know the law about Sweepstakes? Buying will not help you win. In fact, in any lawful Sweepstakes, all entries have an equal opportunity to win. So it doesn't make any difference whether or not you purchased. It is all the luck of the draw."

24. Sweepstakes Facts Disclosure. The Sweepstakes Facts Disclosure shall consist of a box containing the Prize Data Grid ("Prize Data Grid") and the four Sweepstakes Facts Messages ("Sweepstakes Facts Messages").

- a. The Prize Data Grid shall appear as set forth in Exhibit A hereto and contain the following matter and no other:
  - (i) A heading entitled "Sweepstakes Facts" printed above the Prize Data Grid in boldface type at least 125% the size of that type which shall appear within the Prize Data Grid.
  - (ii) The Prize Data Grid containing the following information:
    - (a) a column identifying all major Prizes (including at least the Prize of greatest value for each Sweepstakes into which entry is offered in that communication and any other Prize specifically identified in the communication), and
    - (b) a column identifying, if not identical to the identification of the Prize, the Prize's value, and, if applicable, the quantity of the Prize or Prizes to be awarded in this category,



- (c) a column stating the numerical Odds of Winning the Prize as a 1 in "n" ratio, and
    - (d) a column stating the Sweepstakes End Date.
  - (iii) The Sweepstakes End Date means the last date by which any entry may be received in the particular Sweepstakes identified in the Prize Data Grid. Such date may be no more than thirty (30) days before the winners are selected. In the event a Sweepstakes Prize may be awarded before the Sweepstakes End Date, PCH may indicate that fact by placing a footnote on the Sweepstakes Facts Disclosure which shall state "Winner may be determined earlier. See Official Rules for Details." and PCH shall provide in the Official Rules an a readily understandable explanation of any winner-selection process that may determine the winner before the Sweepstakes End Date.
  - (iv) In addition to the above information, PCH may also include in the Prize Data Grid the name or identifying number of any Sweepstakes into which entry is offered, as well as the winner-selection method presented in separate columns so long as the information contained within each column in the box remains clearly distinct and can be easily read.
- b. The Sweepstakes Facts Messages contain the following four statements, each presented as its own paragraph separate from the other paragraphs and with the caption of each paragraph set in boldface type so as to contrast with the remainder of the message:
- (i) **You Have Not Yet Won. All Entries Have the Same Chance of Winning.** The winner has not been identified. We don't know who the winner is. If you enter our Sweepstakes, your entry will have the same chance to win as every other entry.
  - (ii) **Enter for Free.** You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in the Official Rules.

- (iii) **Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: [specify address]. Each time you write to us you will be entered once in each ongoing Sweepstakes. Each entry request must be mailed separately.
- (iv) **Buying Won't Help You Win.** Your chances of winning without a purchase are the same as the chances of someone who buys something. It would not be lawful to give any advantage to buyers in a Sweepstakes.
- c. The Sweepstakes Facts Prize Data Grid shall be placed immediately above the Sweepstakes Facts Messages and the content of the Sweepstakes Facts Disclosure shall be presented so as to be Clear and Conspicuous and not overlaid with any graphic design, text, or color from outside the Disclosure except as permitted in paragraph 26.

25. **Sweepstakes Facts Disclosure Insert.** PCH shall include in all personalized Sweepstakes Communications containing Sweepstakes entry opportunities or offering Merchandise for sale and all other Sweepstakes Communications that contain both a Sweepstakes entry opportunity and an offer of Merchandise for sale the Sweepstakes Facts Disclosure Insert. The Sweepstakes Facts Disclosure, consisting of the Prize Data Grid and the Sweepstakes Facts Messages, shall be stated Clearly and Conspicuously in accordance with the format of Exhibit "A" attached hereto, the requirements of paragraph 24 above, and the following:

- a. The Sweepstakes Facts Disclosure shall appear on a separate free-standing insert.
- b. The insert shall contain no other matter on the side bearing the Sweepstakes Facts Disclosure, except as permitted by paragraph 23, and on the reverse side no matter other than the PCH logo, company name, address, copyright symbol, the Official Rules, consumer and customer service information (such as refund policies, return procedures, and no purchase necessary messages), or any combination thereof.
- c. The insert may not be folded so as to split the Sweepstakes Facts Box unless folding is necessary to insert it into the envelope in which it is mailed. If the insert is folded, it shall be folded with the Sweepstakes Facts Disclosure facing out.



- d. The minimum type size for all text on the insert will be no less than twelve (12) point type, except for the "Sweepstakes Facts" heading which shall be 125% larger or, in the case of 12-point type text, 15-point type.

26. Disclosures in Rules. PCH shall Clearly and Conspicuously disclose in the Official Rules the Sweepstakes Facts Disclosure. The Sweepstakes Facts Disclosure, consisting of the Prize Data Grid and the Sweepstakes Facts Messages, shall be stated in accordance with the format of Exhibit "A" attached hereto, the requirements of paragraph 24 above, and following:

- a. The content of the Sweepstakes Facts Disclosure, except for the heading "Sweepstakes Facts," shall be printed in a type size that is at least
  - (i) 8-point type, in communications mailed in an outer envelope of the size of a standard #10 business envelope or less, or
  - (ii) 10-point type, in communications mailed in larger outer envelopes, and in a font and type size that is at least as prominent as that contained in the text of the Official Rules, and shall otherwise be presented in the manner described in paragraph 24 above.
- b. The Sweepstakes Facts Disclosure shall be clearly distinct from any other matter and separated by at least 1/8 inch of clear space from any other matter.
- c. The Sweepstakes Facts Disclosure shall contain no matter other than that contemplated or prescribed by Exhibit A hereto and paragraph 24 above, and will not be overlaid with any graphic design, text, or color from outside the box.
- d. The background of any box appearing in the Official Rules shall be in a color or shade that contrasts with that of the surrounding area and which contrasts with the text in the box in such a manner that the text is clearly distinct from the background and easily read.

27. Official Rules. Official Rules shall be included in all Sweepstakes Communications including Sweepstakes entry opportunities. The Official Rules shall be prominently identified by the words "Official Rules" or the like, and all references to the Official Rules shall be consistent within the Sweepstakes Communication. The Official Rules or a copy of them shall be placed so that they may be retained by the Recipient after responding, and, in any case in which the Official Rules appear on an entry or Order form, they shall include a Clear and Conspicuous statement as to where a retention copy may be found.

28. Disclosures in Sweepstakes Communications. PCH shall, at a minimum, Clearly and Conspicuously disclose in all Sweepstakes Communications including opportunities to enter and Order messages to the effect that no purchase is necessary to enter and that a purchase will not improve a person's chance of winning, in each case,

- a. on the face of the Entry Device or Order device, as provided herein, in all communications that include either device;
- b. In the Official Rules, and
- c. in at least one other place in the communication.

29. Internet Disclosures. This agreement shall apply as fully as practicable to communications via the Internet, including E-mail and Internet web pages. To the extent that placement or formatting requirements for certain disclosures imposed herein cannot be complied with in this electronic medium, the following provisions will control:

- a. In Sweepstakes Communications containing an entry opportunity delivered via E-mail, the disclosures required in paragraph 24 above and set out in Exhibit A shall be made in the text of the E-mail itself. In Sweepstakes Communications containing an entry opportunity presented on a web page, the disclosures required in paragraph 24 above and set out in Exhibit A shall be made on the web page itself or by link to a PCH web page containing only those disclosures, provided that such a link must Clearly and Conspicuously identify what information is to be found at the link, e.g. Sweepstakes Facts, or Official Rules.
- b. The provisions of this Consent Judgment pertaining to the method of entry and disclosures required thereon, shall be modified to be consistent with the methods of entry permitted under the Official Rules of the Sweepstakes offered in the communication. In the context of a web page, such disclosures shall be arranged substantially as described in paragraph 24 and Exhibit A, and the availability of such disclosures shall be



disclosed to viewers of PCH's web site prior to their placing an Order or entering a Sweepstakes and shall be presented to viewers by means of a conspicuous icon clearly identified as "See Sweepstakes Facts" which appears on the web site's homepage, on all Order pages and on all entry pages, and the availability of the Official Rules shall also be clearly disclosed and identified as "Official Rules."

**C. Business Practices -- Conduct of Skill Contests And Sweepstakes**

30. **Skill Contests.** PCH shall not offer a Skill Contest in any Sweepstakes Communication. PCH shall not mail a Skill Contest offer into any State in which Skill Contests are not legal.

31. **Identification of Premiums and Bonuses.** PCH shall not Misrepresent the nature, attributes or value of any Premium or Bonus. Without in any way limiting the scope of the foregoing, PCH shall Clearly and Conspicuously disclose in any Sweepstakes Communication delivered by mail that includes a Premium or Bonus offer:

- a. The identity and retail value of all Premiums offered in the Sweepstakes Communication; and
- b. The nature and maximum retail value of any Bonus offered in the Sweepstakes Communication where some Representation is made as to its nature or value; provided that the foregoing shall not prohibit a "mystery" Bonus or similar promotions in which no Representation as to the specific identity of any particular item or the value of the item is made, as long as PCH Clearly and Conspicuously discloses in any such "mystery" Bonus offer the maximum retail value of the highest valued item available.

32. **Representations of Chance in Premium and Bonus Offers.** PCH shall not offer a Premium or Bonus in any Sweepstakes Communication delivered by mail if there is or is Represented to be any element of chance involved in the selection of the items to be received.

- a. For the purposes of this paragraph, an element of chance will be deemed to be involved in the selection if:
  - (i) The offer includes a Premium or a Bonus for which a payment or purchase of some designated amount or item does not ensure receipt,

- (ii) The conditions for receiving a Premium or Bonus are not Clearly and Conspicuously disclosed, or
  - (iii) The identity of the Premium or Bonus for which the Recipient is eligible is not Clearly and Conspicuously disclosed,
- b. provided that no material element of chance will be deemed to be involved if:
  - (i) in respect to any Premium, the only uncertainty involves which of a number of items of comparable value, the identity and value of each of which is clearly disclosed, the Recipient will receive, or
  - (ii) in respect to any Bonus, the offer is a "mystery" or similar promotion offering a Bonus in which no Representation as to the specific identity of any particular item or the value of the item is made and the maximum possible value of the Bonus is Clearly and Conspicuously disclosed.

33. Method of Entry. In all Sweepstakes Communications that offer entry into a Sweepstakes, PCH shall provide only devices, forms, or other mechanisms for entering the Sweepstakes ("Entry Form(s)") that may be used by all entrants. PCH may include on an Entry Form an offer for Merchandise or include any form, device, or mechanism for Ordering Merchandise ("Entry/Order Form"), so long as it complies with the terms of this provision. Except for the inclusion of such offer of Merchandise or form, device, or mechanism for Ordering Merchandise, PCH shall not distinguish any Entry Forms, or instructions relating to their use, based on whether a purchase is being or has ever been made by the entrant. Additionally, PCH shall not make any distinction in any response method to be used by any entrant in entering a Sweepstakes, such as through the use of different reply envelopes, the direction of responses to different addresses or departments, or the appearance of any distinction on a reply envelope. If PCH offers an Entry/Order Form, it shall comply with the following terms:

- a. Such Entry Form shall provide a mechanism or require an act for Ordering Merchandise that is separate and different from the mechanisms and acts required for entering a Sweepstakes. PCH shall not automatically enter any person into a Sweepstakes based on the placement of an Order.
- b. All Order-related material (the "Order-related portion") included on any Entry Form shall be clearly marked and graphically separated from all Sweepstakes-related material (the "Sweepstakes-related portion") thereon. The Order-related portion shall be presented in such a manner as to



distinguish as optional the placement of any Order in response to the communication.

- c. PCH shall Clearly and Conspicuously disclose on the Entry Form that the completion or use of the Order-related portion is optional to the use of the Sweepstakes-related portion, state the disclosures described in paragraph 28, and include a Clear and Conspicuous reference to the location of the Sweepstakes Facts. Additionally, for a term of three years following the Implementation Date of this Judgment, PCH shall Clearly and Conspicuously state "Buying Won't Help You Win" in proximity to the Order-related portion. In a Sweepstakes Communication offering an Order and entry opportunity which is made through E-mail or through an Internet web page, the disclosures required by this paragraph shall be Clear and Conspicuous and presented in such a manner as to distinguish as optional the placement of any Order in response to the communication.
- d. Any form, device, mechanism, or instructions related thereto, offered for use in placing an Order shall be easily distinguishable from all forms, devices, mechanisms or instructions relating to entering a Sweepstakes and shall Clearly and Conspicuously Represent that ordering is optional.

34. Write-In Entries. In addition to any Entry Form offered by a Sweepstakes Communication, PCH shall make available the opportunity to enter current ongoing Sweepstakes simply by writing to, or otherwise communicating with, PCH to request entry and may disclose such alternative entry methods in such Sweepstakes Communications.

35. All Entries to be Treated Equally. PCH shall not give any advantage to an entry in a Sweepstakes accompanied by an Order, or subject an entry not accompanied by an Order to any disadvantage.

36. Treatment of Non-Order Entrants. In all aspects of every Sweepstakes, PCH shall treat equally persons who enter but do not Order any Merchandise ("Non-Order Entrants") and persons who both enter and Order ("Order Entrants"). PCH shall not impose any requirements, burdens, or expenses on Non-Order Entrants that are not also imposed on Order Entrants relative to their participation in any Sweepstakes. PCH shall not exclude Non-Order Entrants from any aspect of the Sweepstakes or other contest that is available to Order Entrants. Without in any way limiting the scope of the foregoing, the following acts and practices are deemed to violate this provision:

- a. Requesting or requiring any action, information or the return of any document from an Order Entrant that is not also requested or

required of a Non-Order Entrant, unless the action, information, or document is reasonably necessary to process the Order or future Orders, or relates to the person's interest in receiving future product offers, but only if such requests or requirements make no reference to any Sweepstakes, entry or Prize, or Represent any advantage in a Sweepstakes; or

- b. Requesting or requiring Non-Order Entrants to fulfill any requirement or perform any function, including providing information, that is not requested or required of Order Entrants.

37. Deadlines for Return of Sweepstakes Entries. PCH shall not Misrepresent the entry deadlines for any Sweepstakes or Sweepstakes entry included in a Sweepstakes Communication. Without in any way limiting the scope of the foregoing, PCH shall not, in a Sweepstakes Communication delivered by mail or by newspaper or magazine advertisement:

- a. Represent that any date other than the Sweepstakes End Date is the deadline for an entry unless the specific calendar date by which the entry must be received is set forth Clearly and Conspicuously in the communication.
- b. Represent that any date is the deadline for an entry unless entries that do not meet the deadline are treated as ineligible and PCH has procedures in place to identify and record such entries as ineligible.
- c. Misrepresent the deadline for entering a Sweepstakes or the importance or the need for promptness in responding.
- d. Represent that entries must be returned or other action must be taken by a certain deadline, where that deadline is different from the deadline for another Sweepstakes offered in the communication, unless the Representation identifies, Clearly and Conspicuously and in a readily understandable manner, the Sweepstakes to which the deadline applies.

38. Prize Description and Award. All Sweepstakes Communications including entry opportunities shall Clearly and Conspicuously describe the Prize offered, the deadline for entering to win the Prize, the Prize award date, and the name or identifying number of the Sweepstakes or other contests under which the Prize is being offered. No description of any Prize contained in a Sweepstakes Communication shall conflict with the terms of or the description of that Prize in the Official Rules included in that communication. PCH shall award all Prizes as offered.



39. Preselected Numbers. In any Sweepstakes promotion using a preselected winning number, PCH shall ensure that the preselected number is among the numbers actually mailed to potential entrants prior to the end of the Sweepstakes promotion and shall select a winner, by alternate method, on the Sweepstakes end date or Prize award date in the event that the preselected number is not returned.

#### **D. Business Practices -- Billing And Payment Processing**

40. Invoices. PCH shall disclose on the invoice sent to consumers ordering magazine subscriptions the title(s) ordered and the duration of or number of issues in the subscription. For each product other than a magazine subscription, PCH shall disclose on the invoice the product ordered and the price. All invoices shall disclose the procedure for contacting PCH to exercise rights, if any, under its refund and return policy applicable to the subscription or product. If the product is one in a series of products to be delivered, the invoice shall also disclose that the product is part of a series and, if known, the total number of products in the series that will be shipped (e.g., "shipment 1 of 12") or the timing of future shipments (e.g., "You will receive an item every month").

41. Billing Cycles. Invoices subsequent to the initial Order acknowledgment and request for payment shall be issued only after a customer has had a reasonable amount of time (ordinarily not less than 20 days) to receive and pay the preceding invoice. All payments shall be posted promptly and in accordance with customary commercial standards.

42. Treatment of Duplicate Payments. Upon receipt from a customer of a duplicate or excess payment for a magazine Order, the customer will be promptly notified with an opportunity to request a refund or have the subscription extended and, upon receipt from a customer of a duplicate or excess payment for a product Order, the duplicate payment will be applied to the open balance on another purchase or promptly refunded.

43. Complaint Handling. PCH shall establish a state liaison whose responsibilities include resolving issues referred by state law enforcement agencies. PCH shall promptly respond to consumer complaints, including but not limited to complaints concerning Merchandise Orders, billing, billing statements and collections.

44. Refund Policy. Each Sweepstakes Communication containing Order opportunities and each Order acknowledgment or initial invoice shall clearly and conspicuously disclose PCH's refund policy. PCH's refund policy shall, at a minimum, require PCH to provide a full refund of the amount paid, including related shipping and handling charges, if the customer returns the Merchandise within the stated refund period.



45. Toll-Free Customer Service Telephone Numbers. Toll-free customer service telephone lines shall be maintained and made available by PCH such that consumers may call to obtain answers to questions and assistance with problems. The toll-free number shall appear on all Sweepstakes Communications including entry opportunities and on all Order acknowledgments. The toll-free number shall have a commercially reasonable number of toll-free lines and be staffed during normal business hours. PCH's website will continue to include an E-mail address to which service-related electronic communications may be transmitted to the company. The toll-free number shall be available through Toll-Free Directory Assistance.

#### **E. Business Practices -- Protection of Consumers**

46. Identification of Customers Who May Be Vulnerable

- a. As soon as practicable, but not later than 90 days, after the Effective Date of this Consent Judgment, PCH shall identify each person shown on its records with an address in the State with paid Orders from Sweepstakes Communications including Order opportunities of over \$1000 in 1996, over \$1000 in 1997, over \$1500 in 1998, and over \$2000 in 1999 ("1996-1999 High Activity Customers"). Any such person so identified as a 1996-1999 High Activity Customer in any three of those four years shall be marked on PCH's promotion file as an account not to be mailed Sweepstakes Communications including Order opportunities ("suppressed") and no such person shall be returned to an active mailing category for receipt of Sweepstakes Communications including Order opportunities unless and until the Special Compliance Counsel determines through the use of a survey to be conducted by a competent and independent third party approved by, and under the direction and control of, the Special Compliance Counsel that the person is not generally confused or disoriented, does not persist in the belief that buying will help him/her win, and is not making excessive purchases in relation to his/her means.
- b. As soon as practicable, but not later than 90 days, after the Effective Date of this Consent Judgment, PCH shall identify for the twelve-month period commencing with January 1, 2000, and ending with December 31, 2000, each person shown on its records with an address in the State with paid Orders from Sweepstakes Communications including Order opportunities of \$2000 or more for magazines and Merchandise combined for the period. All such persons shall be suppressed, and no such person shall be returned to an active mailing category for receipt of Sweepstakes Communications including Order opportunities unless and until the



Special Compliance Counsel determines that such communications are appropriate for the person via the survey method described in subparagraph 46(a).

- c. For the six-month period commencing with January 1, 2001, and ending with June 30, 2001, PCH shall within 30 days after the end of the period identify each person shown on its records with an address in the State with paid Orders from Sweepstakes Communications including Order opportunities of \$1250 or more for magazines and Merchandise combined for the period. All such persons shall be suppressed, and no such person shall be returned to an active mailing category for receipt of Sweepstakes Communications including Order opportunities unless and until the Special Compliance Counsel determines that such communications are appropriate for the person via the survey method described in subparagraph 46(a).
- d. PCH shall, on or before January 31, 2002, identify each person shown on its records with an address in the State with paid Orders from Sweepstakes Communications including Order opportunities of \$2000 or more for magazines and Merchandise combined for the period from January 1, 2001 through December 31, 2001. All such persons shall be suppressed, and no such person shall be returned to an active mailing category for receipt of Sweepstakes Communications including Order opportunities unless and until the Special Compliance Counsel determines that such communications are appropriate for the person via the survey process described in subparagraph 46(a).
- e. As soon as is practicable after the Effective Date of this Consent Judgment, but in any event on or before January 1, 2002, an independent expert retained by the Special Compliance Counsel shall oversee the development of a statistical model (the "High Activity Classification Model") by the Settling States and PCH to identify persons who are not appropriate Recipients of Sweepstakes Communications with Order opportunities. The Settling States are entitled to be advised, at their own expense which may be reimbursed from the funds recovered pursuant to paragraph 56 herein, by their own expert regarding this development. On approval of the High Activity Classification Model by PCH and the State, said approval not to be unreasonably withheld by either party, PCH shall adopt and implement the High Activity Classification Model as the sole and exclusive method for purposes of suppressing consumers who are inappropriate Recipients shown on its records with an address in the State.

- f. In the first calendar quarter of 2003 and the first calendar quarter of each year thereafter, PCH shall identify all customers with paid Orders from Sweepstakes Communications including Order opportunities of \$1000 or more for magazines and Merchandise combined within the preceding twelve-month period and apply the High Activity Classification Model to them.
- (i) All such customers with model scores that predict a likelihood of being inappropriate Recipients of Sweepstakes Communications with Order opportunities shall be suppressed.
  - (ii) All relevant information used in developing and applying the High Activity Classification Model, or any instrument used to replace it, shall be made available to the Special Compliance Counsel, and upon request and for the purpose of developing and implementing the High Activity Classification Model or evaluating its performance, to PCH, a single Settling State, or group of Settling States, or its or their designees, subject to a mutually agreeable confidentiality agreement binding on the Recipient of the information and its or their agents limiting the use and dissemination to the purpose stated above.
  - (iii) In the unanticipated and unlikely event that PCH and the State do not agree upon the High Activity Classification Model, PCH shall identify each person shown on its records with an address in the State with paid Orders from Sweepstakes Communications including Order opportunities of \$2000 or more in the prior calendar year and determine if the person is appropriate for receipt of Sweepstakes Communications including Order opportunities via the survey process described in subparagraph 46(a). All persons determined to be generally confused or disoriented, or who persist in the belief that buying will help him/her win, or who are making excessive purchases in relation to his/her means shall be suppressed. In addition, each person shown on PCH's records with an address in the State with paid Orders from Sweepstakes Communications including Order opportunities of \$5000 or more in the prior calendar year shall be suppressed.
- g. Separately and independently, PCH shall institute a system that will permanently suppress on a monthly basis all customers referred by any Attorney General's Office to the Special Compliance Counsel for suppression, provided that the Special Compliance Counsel will review



such referrals when received. If the Special Compliance Counsel's review indicates that suppression is not warranted, he may confer with the Attorney General regarding his findings, which the Attorney General may either accept or reject and insist upon the suppression.

- h. Any customer who has been suppressed prior to the Effective Date of this Judgment by PCH or pursuant to any term of this Judgment, may request reinstatement, but shall be restored to an active mailing category only upon verification by the Special Compliance Counsel pursuant to the survey process described in subparagraph 46(a). PCH may not offer, solicit, or in any way invite such requests.
- i. On January 1, 2004, and on each succeeding January 1, the paid Order Dollar Thresholds described in this paragraph 52 shall be increased to take into account the increase in the consumer price index and exclude any single item Merchandise Order in excess of \$500 and the resulting amount shall be the new Dollar Threshold for the ensuing year. Specifically on or before December 15 the Special Compliance Counsel shall determine the increase in the CPI from the preceding year by deriving a fraction, the numerator of which shall be the CPI as of September 30 of the year in which the computation is being made, and the denominator of which shall be the CPI as of September 30 of the preceding year. The resulting fraction shall be multiplied by the Dollar Threshold for the year in which the computation is made and the resulting amount shall be the Dollar Threshold for the ensuing year. For purposes of the preceding computation the term CPI shall mean the Consumer Price Index for All Urban Consumers as published by the United States Bureau of Labor Statistics or any successor index. By way of example, but not limitation, if the CPI as of September 30, 2003, was 172 and the CPI as of September 30, 2002, was 168, then the Dollar Threshold for calendar year 2004 would be 172 divided by 168 = 1.0238095 X \$1000 = \$1023.81.
- j. All personally identifiable information resulting from the survey process described in subparagraph 46(a), or any surveying done to verify and improve the High Activity Classification Model pursuant to paragraph 46(e), shall be held by the Special Compliance Counsel in strictest confidence and may only be made available to PCH, a single Settling State, or group of Settling States, or its or their designees, for the purpose of developing and implementing the High Activity Classification Model or evaluating its performance, subject to a mutually agreeable confidentiality agreement binding on the Recipient of the information and its or their agents limiting the use and dissemination to the purpose stated above. In

the event PCH assumes the duties of Special Compliance Counsel as described in subparagraph 46l below, the above-described information shall be used by PCH only for the purposes stated in this subparagraph.

- k. Notwithstanding any other provision of this Judgment, the Special Compliance Counsel shall provide to any Attorney General of any Settling State, upon written request, the names and addresses of each person shown on PCH's records with an address in his or her State who has been suppressed, or who has paid Orders from Sweepstakes Communications including Order opportunities of \$2500 or more in the calendar year prior to the year in which the request is made, and their status as suppressed or not suppressed.

- l. In the event PCH does not retain Special Compliance Counsel following the expiration of the requirement set forth in paragraph 52 below, then PCH may assume the surviving duties described by this paragraph 46.

47. Treatment of Orders from Suppressed Persons. Once a person has been permanently suppressed from PCH's mailing lists in accordance with paragraph 46, PCH shall do all of the following:

- a. reject all Orders placed by the suppressed person after suppression,
- b. refrain from billing the suppressed person for Orders placed after suppression, and
- c. automatically refund any monies received from the suppressed person for payment of Orders placed after suppression.

48. List Rental. PCH shall ensure that the names of all customers to whom communications are discontinued pursuant to paragraph 46 above are removed from all lists made available by PCH for sale or rental to others.

49. Do Not Contact Requests. PCH shall include in each Sweepstakes Communication including entry opportunities a Clear and Conspicuous statement of the procedure by which a Recipient's name may be removed from the company's active mailing list. This procedure shall include acceptance of "do not contact" requests made by telephone call to a toll-free number identified in the notice or by mail to an address identified in the notice. PCH shall accept "do not contact" requests made directly by the Recipient or made on behalf of the Recipient by a guardian, conservator, primary caregiver, family member, or legal representative, or made, in writing, by the State's Attorney General. PCH shall add the name and address provided in any such request,



together with all variations of the name and address on its list that PCH can, with reasonable diligence, determine would result in delivery of a communication to the person, to the "do not contact" list. PCH shall exclude the names and addresses on such "do not contact" list from all lists of names and addresses used to select Recipients for PCH Sweepstakes Communications (other than billing and collections communications for open Orders and Customer Service communications which contain no Sweepstakes promotional material or entry opportunities). PCH shall not include in any other communications inducements to request removal from the "do not contact" list. PCH shall not accept any Orders from such person in the name and at the address on its "do not contact" list whose "do not contact" request was made on behalf of the Recipient by a guardian, conservator, primary caregiver, family member, or legal representative or the State's Attorney General. PCH shall maintain a record of all such "do not contact" requests in such form or forms as shall permit the permanent suppression of such names and addresses from future Sweepstakes Communications. Any such request shall be given effect by PCH not less than forty-five (45) days after receipt and shall remain in effect until PCH receives notice to the contrary from the Recipient or any such other person; provided that, in any case in which the original request was made by a legal representative of the person or the State's Attorney General, the request shall be changed only upon notice from the same or another legal representative or the Attorney General, respectively. PCH shall ensure that any name and address on its "do not contact" list is removed from all lists made available by PCH to others for marketing purposes. PCH shall exercise reasonable diligence to ensure that the names and addresses on its "do not contact" list are suppressed from each and every new list obtained, rented, or used by PCH before any Sweepstakes Communication is sent to the names and addresses on the new list.

50. Payment for Failure to Comply with Do Not Contact Requests. In any instance in which PCH, after the period allowed by paragraph 49 hereof, selects the name and address of a person in connection with whom a "do not contact" request has been submitted in accordance with paragraph 49 to receive a communication in violation of that paragraph, and the person actually receives the communication from PCH in the name and at an address variation which reasonable diligence on the part of PCH would have identified, PCH shall pay five hundred dollars (\$500.00) as directed by the State.

51. Duplicate Names. PCH shall employ reasonable diligence to remove from its mailing lists duplicate accounts for consumers (i.e., names and addresses that can be ascertained from the information known to PCH to relate to the same consumer), and prevent the reappearance of such duplicates, which shall include at least the following:

- a. PCH shall process all incoming names and addresses from rented lists using industry standard or better software designed to identify duplicate households (such as the currently used Acxiom software) and eliminate

any individuals found to duplicate other rented names or to match an individual on its current customer database;

- b. PCH shall perform address standardization and matching of all incoming Orders from prospect mailings against its current customer database to identify and eliminate any duplicate records;
- c. PCH shall at least four times a year perform address correction of its current customer database using industry standard or better software, which may be that which at present is certified by the United States Postal Service, to ensure that customers' postal code and area of residence are consistent and up to date; and
- d. PCH shall at least twice a year update its current customer database using a licensed supplier of the National Change of Address (NCOA) file provided by the Postal Service to identify and update the records of individuals on its current database who have changed their addresses.

52. Compliance Counsel.

- a. PCH shall engage a law firm of national standing and recognized competence in the area, which may be Venable, Baetjer, Howard & Civiletti, to act as Special Compliance Counsel in respect to this Consent Judgment. PCH shall ensure that Special Compliance Counsel has the following authority and is adequately empowered to assume the following duties and responsibilities:
  - (i) Monitoring PCH's compliance with the terms of this Consent Judgment, applicable state and federal laws, and PCH's internal promotional, billing, and collection policies and procedures;
  - (ii) Reviewing and approving for use PCH's Sweepstakes mailings and other promotional materials;
  - (iii) Monitoring PCH's Customer Suppression program as established under the terms of this Judgment;
  - (iv) Conferring periodically with PCH's General Counsel and Director of Consumer Affairs, who are PCH's principal compliance officers, and with PCH's Chief Executive Officer, regarding PCH's compliance efforts;



- (v) Making recommendations to PCH and its executives concerning improvements to its promotional, billing, and collection policies and procedures and its consumer education and protection programs;
- (vi) Providing direct liaison to the Settling States with respect to any consumer complaints, requests, or inquiries, any requests or inquiries of the Settling States, and any other matters arising from this Judgment and its implementation;
- (vii) Monitoring the resolution of consumer complaints, requests, and inquiries delivered to PCH by the Offices of the Attorneys General of the Settling States and by consumers residing within the Settling States;
- (viii) Resolving such consumer complaints, requests, and inquiries on a case-by-case basis, which resolution may include determining whether refunds may be appropriate and whether a consumer should be removed from PCH's mailing lists and instructing PCH accordingly; and
- (ix) Recommending responses to any requests or inquiries from the Attorneys General of the Settling States and resolutions of any complaints from the Attorneys General of the Settling States regarding alleged violations of this Consent Judgment or applicable state or federal law by PCH.
- (x) In the event PCH declines to follow a recommendation made by the Special Compliance Counsel regarding the response or resolution of a complaint, request or inquiry made by a resident of a Settling State or by an Attorney General of a Settling State under subparagraphs (vi) through (ix) above, reporting to the Attorney General its recommendation and PCH's response in the written reports referred to in subparagraph (d) below.

PCH shall continue to retain the Special Compliance Counsel for not less than three (3) years after the date of entry of this Consent Judgment.

- b. The Settling States agree that if any of them believes that PCH has committed a material violation of any provision of this Order, or of any state consumer protection law or regulation which prohibits deceptive,

misleading, or unfair trade practices, then the Attorney General who believes that such a material violation has occurred, may first contact the Special Compliance Counsel in writing, via facsimile (202) 962-8300, and overnight mail addressed to the attention of Benjamin R. Civiletti, Venable, Baetjer, Howard & Civiletti, 1201 New York Avenue, Washington, DC, 20005, or any person subsequently designated to receive such notice, and advise the Special Compliance Counsel of the manner in which it is believed that this Order or any law or regulation has been materially violated. If such notice is given, the Special Compliance Counsel will have thirty (30) days to meet, discuss and/or recommend resolution of any alleged violation of this Order or any applicable law or regulation.

- c. PCH shall, under the oversight of its Special Compliance Counsel, respond to and attempt to resolve any consumer complaint, request, or inquiry pertaining to its mailings, its promotions, its Merchandise, and its billing efforts that may be sent to PCH by the Settling States or by consumers residing within the Settling States. PCH shall make its response and offer any resolution within thirty (30) days of receipt of the complaint, request, or inquiry and shall, through its Special Compliance Counsel, periodically notify the Attorney General of each Settling State as to the number, nature, and resolution of all complaints received from that Attorney General or from consumers in that Settling State. Any such consumer complaints, requests or inquiries may be sent by the Settling State to the attention of Christopher Irving, Director of Consumer Affairs, Publishers Clearing House, 382 Channel Drive, Port Washington, New York, N.Y. 11050, or any person subsequently designated by PCH to receive such notice. Alternatively, oral complaints, requests or inquiries from consumers may be sent to Mr. Irving at a designated toll-free number, currently (800) 337-4724.
- d. The Special Compliance Counsel shall provide quarterly written reports to the Settling States describing PCH's compliance with the terms of this Judgment, the results of the monitoring processes described above and the status of any complaints which remain unresolved as of the dates of the reports, with the first such report being due on or before a date three months after the date of entry of this Consent Judgment, and subsequent reports at three-month intervals for the first year from the Effective Date of this Judgment, and at six-month intervals thereafter.



#### IV. MONETARY PROVISIONS

53. Restitution Amount. The Settling States shall recover and PCH shall pay consumer restitution in the amount of Nineteen Million Dollars (\$19,000,000.00). All money recovered for restitution and refunds shall be held by the Settling States until distributed by the Settling States to consumers pursuant to restitution programs to be determined by the Settling States. The Settling States shall cause such restitution funds to be deposited in an interest-bearing account (or accounts) and any interest accrued, or any money which cannot be distributed to consumers eligible under the Settling States' restitution programs within a reasonable period of time, may be used and/or applied to any other lawful use by the Settling States. PCH shall also provide, in a form acceptable to the Settling States, such information as is reasonably necessary to identify (a) consumers who will be eligible for restitution and (b) the amounts for which they may be eligible.

54. Costs of Administration of Restitution Program. PCH shall pay One Million Dollars (\$1,000,000.00) to the Settling States for the costs of administering the consumer restitution programs. The selection of any third-party administrator and the operation of any programs shall be in the sole discretion of the Settling States. Any balance remaining after all restitution costs have been paid may be used and/or applied to any other lawful use by the Settling States.

55. Civil Penalty Funds. Pursuant to consumer protection laws, PCH shall pay civil penalties of One Million Dollars (\$1,000,000.00) to the Settling States, to be allocated among such states in such manner as they shall agree among themselves.

56. Other Funds. The Settling States shall recover the amount of Thirteen Million Dollars (\$13,000,000.00) which shall be applied by the Settling States to their consumer protection efforts, as well as in reimbursement of their litigation costs, attorneys fees, investigative costs, and any other lawful purpose.<sup>1</sup> Notwithstanding the immediately preceding sentence, subject to their respective state laws and policies, the States may use such reimbursement amount for any purpose provided by state law, including for placement in or application to, a consumer education, litigation, or local consumer aid fund or revolving fund, or for other uses to defray the costs of the litigations and investigations leading to this Judgment, as permitted by the laws of the State. In addition,

---

<sup>1</sup> With respect to the State of Colorado, its apportionment of the funds shall be used first for reimbursement of Colorado's actual costs and attorney fees and second, to be held, along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud or antitrust enforcement efforts.



a portion of these funds may be used to establish an Enforcement Fund for the purpose of providing financial assistance to State Attorneys General's offices for use in their efforts to enforce their Consumer Protection Acts, such Fund to be established in an agreement between and among the Settling States as to which PCH will not be a party.

57. Collateral for Deferred Payments. PCH shall deliver to the Attorney General of the State of Missouri, on behalf of the Settling States, within ten (10) business days after the date of entry of this Consent Judgment in any one Settling State, as security for its payment obligations under paragraphs 53 to 56 hereof, a mortgage on all real property and improvements owned by it as of such date of entry, including its headquarters building located at 382 Channel Drive, Port Washington, New York, subject only to any prior lien and mortgage created to secure the financing contemplated by paragraph 59(b) hereof, which senior lien will be for not more than Nine Million Dollars (\$9,000,000.00).

58. Terms of Payment. The amounts payable under the preceding sections hereof, totaling Thirty-Four Million Dollars (\$34,000,000.00), shall, subject to paragraph 59 hereof, be paid as follows:

- a. On or before July 31, 2001, PCH shall pay to the order of the Settling States the sum of Eight Million Dollars (\$8,000,000.00).
- b. On or before July 31, 2002, PCH shall pay to or to the order of the Settling States the sum of Eight Million Dollars (\$8,000,000.00).
- c. On or before July 31, 2003, PCH shall pay to or to the order of the Settling States the sum of Nine Million Dollars (\$9,000,000.00).
- d. On or before July 31, 2004, PCH shall pay to or to the order of the Settling States the sum of Nine Million Dollars (\$9,000,000.00).

59. Acceleration of Amounts Due. Notwithstanding the timing provisions of paragraph 58 hereof:

- a. Six Million dollars (\$6,000,000.00) of the amount payable under subparagraphs b and c of paragraph 58 above shall be accelerated and become due and payable as and when PCH obtains financing on commercially reasonable terms in an amount of not less than \$20 Million Dollars (\$20,000,000.00) subject to repayment not more rapidly than level payments of principal over five (5) years, which amount when paid shall be applied to reduce the amount payable in each subsequent installment payment ratably over both of such installment payments, and



- b. Nine Million Dollars (\$9,000,000.00) payable under subparagraph d of paragraph 58 above shall be accelerated and become due and payable as and when PCH obtains first mortgage financing on commercially reasonable terms, secured by its real properties, in an amount of not less than Nine Million Dollars (\$9,000,000.00) subject to repayment not more rapidly than level payments of principal over twenty (20) years, which amount when paid shall be applied to reduce the amount payable under said subparagraph d.

PCH shall use its best efforts to obtain the financing referred to in sub-paragraphs (a) and (b) above.

60. Method of Payment. All payments to be made to the Settling States shall be made by wire transfer of immediately available funds to the Missouri Attorney General, on behalf of the Settling States, at such address as he shall in writing direct, who will thereafter distribute the funds to the Settling States in accordance with the terms of this Consent Judgment and agreements between the Settling States to which PCH is not a party.

61. Allocation and Distribution of Funds among the Settling States. Allocation and distribution of all monies paid by PCH hereunder among the Settling States shall be made pursuant to an agreement among the Settling States to which PCH is not a party.

62. Default. In the event that PCH fails to make a scheduled payment by the 30th day of the next month following the month in which it is due, or if PCH defaults for any reason on its loan secured by the senior lien referred to in paragraph 59(b), PCH will be considered to be in default of the "Terms of Payment." In the event of such default, a single Settling State or a group of Settling States may send to PCH, at 382 Channel Drive, Port Washington, NY 11050, or such other address as PCH may hereafter designate, a notice of its having defaulted. Said notice will advise PCH that:

- a. if payment is not received within fifteen (15) days of the mailing of that notice, the entire unpaid balance of the payments due under the "Terms of Payment" shall immediately become due and payable by PCH to the Settling States;
- b. PCH will be deemed to have violated the terms of this Consent Judgment and subject to any penalties permitted by state law and the Court's powers of contempt;
- c. interest will accrue beginning on the date by which the PCH is required to have cured its default in response to the mailing of the notice by a single



Settling State or a group of Settling States and will continue to accrue until the judgment is paid in full; and

- d. a single Settling State or a group of Settling States will be permitted to execute upon the total sum to which it may be entitled under this provision, including foreclosure of the mortgage referred to in paragraph 59(b) as permitted in and provided for by New York state law.

Following the expiration of fifteen (15) Days from the date of the mailing of the foregoing notice, if PCH has failed to cure the default by making all payments then due under the "Terms of Payment," the entire unpaid balance of the payments described under the "Terms of Payment" shall immediately become due and payable by PCH to the States, PCH shall be deemed to have violated the terms of this judgment, interest shall accrue beginning on the fifteenth day from the date the notice was mailed, and the States may execute upon the total sum to which they are entitled.

63. Interest on Overdue Payments. Interest on any unpaid balance of any payment due hereunder shall accrue at the rate of nine percent (9%) per annum from the date due until paid in full.

#### **V. ADMINISTRATIVE PROVISIONS**

64. Modification. Jurisdiction is retained for the purpose of enabling any party to this Consent Judgment to apply to the Court at any time for such further orders and directions as might be necessary or appropriate for the modification, construction, or carrying out of the injunctive provisions of this Consent Judgment, or for the enforcement of and the punishment of violations of any provisions hereof.

- a. The State shall give PCH fourteen (14) days notice before filing a motion or other pleading seeking contempt of court or other sanctions for violation of this Consent Judgment. The giving of such notice shall not prevent the State from beginning such proceeding following the expiration of the 14-day period. No prior notice is required for any other state law action which can or may be filed.
- b. Any party to this Consent Judgment may petition the Court for modification on thirty (30) days notice to all other parties to this Consent Judgment. PCH may petition for modification if it believes that the facts and circumstances that led to the State's action against PCH have changed in any material respect. The parties by stipulation may agree to a modification of this Consent Judgment, which agreement shall be presented to this Court for consideration; provided that the parties may jointly agree to a modification



only by a written instrument signed by or on behalf of both the State and PCH. If PCH wishes to seek a stipulation for a modification from the State, it shall send a written request for agreement to such modification to the Attorney General of the State at least thirty (30) days prior to filing a motion with the Court for such modification. Within thirty (30) days of receipt from PCH of a written request for agreement to modify, the Attorney General of the State shall notify PCH in writing if the Attorney General of the State agrees to the requested modification.

- c. If, after the date of entry of this Consent Judgment, the State, its Attorney General, or any agency of the State charged with the administration of its consumer protection statutes, enacts or promulgates legislation, rules, or regulations with respect to the matters governed by this Consent Judgment that conflict with any provision of this Consent Judgment, or if the applicable law of the State shall otherwise change so as to conflict with any provision of this Consent Judgment, the Attorney General of such State shall not unreasonably withhold its consent to the modification of such provision to the extent necessary to eliminate such conflict. Laws, rules, or regulations, or other change in State law, with respect to the matters governed by this Consent Judgment, shall be deemed to "conflict" with a provision of this Consent Judgment if PCH cannot reasonably comply with both such law, rule, or regulation and an applicable provision of this Consent Judgment. If PCH believes that it cannot reasonably comply both with this Consent Judgment and with applicable federal law, rules, or regulation, it may seek modification hereof. To the extent that federal law or regulation clearly preempts any provision of this Consent Judgment, which the parties agree is not the case as of the Entry Date of this Judgment, compliance with such federal law will not constitute a violation of that provision of this Consent Judgment.
- d. In the event that PCH believes that a change in circumstances after the entry of this Consent Judgment merits a change in the terms of paragraph 33 to permit different Entry Devices for those who wish to enter with an Order and those who wish to enter without an Order, PCH may petition the Court for a modification and the State will not unreasonably oppose any such petition.

SO ORDERED and SIGNED this 1<sup>st</sup> day of Aug, 2001.


BY THE COURT:

  
JOHN W. COUGHLIN  
District Court Judge

### CONSENT TO JUDGMENT

1. PCH acknowledges that it has read the foregoing Consent Judgment, is aware of its right to a trial in this matter and has waived that right.
2. PCH admits the jurisdiction of the Court and consents to the entry of this Consent Judgment.
3. PCH acknowledges that its mailings were confusing to some consumers in the past. PCH regrets and apologizes for injury suffered by such consumers. PCH is committed to presenting its offers and its Sweepstakes clearly in all mailings and solicitations.
4. PCH states that no promise of any kind or nature whatsoever (other than the written terms of this Consent Judgment) was made to it to induce it to enter into this Consent Judgment, that it has entered into this Consent Judgment voluntarily, and that this Consent Judgment constitutes the entire agreement between PCH and the State.
5. Robin Smith represents that she is the Chairman and Chief Executive Officer of PCH and that, as such, has been authorized by PCH to enter into this Consent Judgment for and on behalf of all entities bound by this Consent Judgment.

Signed and agreed to this 27 day of July, 2001.

  
Robin Smith  
Chairman and Chief Executive Officer  
Publishers Clearing House, a New York  
Limited Partnership

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2001.




Signed and agreed to this 1<sup>st</sup> day of August 2001.

In all respects, on behalf of the Plaintiff the  
State of Colorado, *ex rel.*  
KEN SALAZAR, Attorney General

As to form, on behalf of the Defendant  
Publishers Clearing House

NATIONAL SETTLEMENT COUNSEL:

  
\_\_\_\_\_  
MARIA E. BERKENKOTTER, 16781\*  
First Assistant Attorney General  
Business Regulation Unit  
Consumer Protection Section

Benjamin R. Civiletti, Esq.  
Jeffrey D. Knowles, Esq.  
William D. Coston, Esq.  
Christopher E. Gatewood, Esq.  
Venable, Baetjer, Howard & Civiletti, LLP  
1201 New York Avenue, NW, Suite 1000  
Washington, DC 20005-3917

JAY B. SIMONSON, 24077\*  
Assistant Attorney General  
Business Regulation Unit  
Consumer Protection Section

NATIONAL LITIGATION COUNSEL:

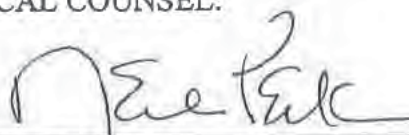
ANDREW P. McCALLIN, 20909\*  
Assistant Attorney General  
Business Regulation Unit  
Consumer Protection Section

Richard A. Mescon, Esq.  
Morgan, Lewis & Bockius LLP  
101 Park Avenue  
New York, New York 10178

Attorneys for Plaintiff

LOCAL COUNSEL:

\*Counsel of Record

  
\_\_\_\_\_  
Neil Peck, 2922  
Snell & Wilmer L.L.P.  
Suite 1950  
1200 Seventeenth Street  
Denver, Colorado 80202

Tom McNamara, 19880  
Davis Graham & Stubbs, LLP  
Suite 500  
1550 Seventeenth Street  
Denver, Colorado 80202

Attorneys for Defendant

A



## Exhibit A

### SWEEPSTAKES FACTS

M2609

PRIZE	GIVEAWAY NUMBER	ENDING DATE	ESTIMATED ODDS OF WINNING
\$10 Million	830	*1/31/02	1 in 100,000,000
\$1 Million	825	*1/31/02	1 in 60,000,000
\$25,000.00	799	*12/31/01	1 in 50,000,000

\*Winner may be determined earlier.  
See Official Rules for Details.

- **You Have Not Yet Won. All Entries Have The Same Chance Of Winning.** The winner has not been identified. We don't know who the winner is. If you enter our sweepstakes, your entry will have the same chance to win as every other entry.
- **Enter For Free.** You don't have to buy anything to enter. Just mail the entry form included in this mailing or follow the instructions in the Official Rules.
- **Enter As Often As You Like.** You don't have to wait for us to mail you an entry form. You may submit additional entries simply by writing us at: Publishers Clearing House, 101 Winners Circle, Port Washington, NY 11050. Each time you write us you will be entered once in each ongoing Sweepstakes. Each entry request must be mailed separately.
- **Buying Won't Help You Win.** Your chances of winning without a purchase are the same as the chances of someone who buys something. It would not be lawful to give any advantage to buyers in a sweepstakes.

## APPENDIX 7

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO  1437 Bannock Street Denver, CO 80202 THE STATE OF COLORADO, <i>ex. rel.</i> JOHN W. SUTHERS, Attorney General,  Plaintiff,  v.  PUBLISHERS CLEARING HOUSE,  Defendant.	<div style="text-align: center; font-weight: bold; margin-top: 100px;">▲ COURT USE ONLY ▲</div> <div style="margin-top: 20px;">Case No.: 00-CV-326</div> <div style="margin-top: 20px;">Courtroom: 8</div>
SECOND SUPPLEMENTAL CONSENT JUDGMENT	

This matter is before the Court on the parties' stipulation for entry of a Second Supplemental Consent Judgment. The Court has reviewed the Second Supplemental Consent Judgment and concludes good cause has been shown to enter this Second Supplemental Consent Judgment (hereafter Second Supplemental Judgment).

### I. RECITALS

In approximately January 1999 or thereafter a number of States, including the State of Colorado (the "State"), filed claims against Defendant Publishers Clearing House (now a New York limited liability company, "PCH") under their consumer protection laws. Approximately one-half of the States settled and resolved their claims with PCH by entering into a Consent Judgment (a similar version was filed in each state on the same day) in August 2000 (hereinafter the "2000 Consent Judgment").

The remaining States resolved their claims with PCH by entering into a separate Consent Judgment (a similar version was filed in each state) in July/August 2001 (the "2001 Consent Judgment").



Since the entry of the Consent Judgments various States from both groups have monitored PCH's compliance with these Consent Judgments. As a result of this compliance monitoring the states listed in Schedule A hereto (the "Participating States")<sup>1</sup> have discussed with PCH various instances when the Participating States contend PCH has violated the Consent Judgments. As a result of those discussions PCH has in some instances voluntarily discontinued certain mailings.

PCH denies it has violated the Consent Judgments and denies any liability or wrongdoing.

In the interest of resolving and forever discharging any claims up to the date of filing this Second Supplemental Judgment that the State has for any alleged violation of the Consent Judgment the parties enter into this Second Supplemental Judgment.

Accordingly, IT IS ADJUDGED:

## **II. SCOPE OF SECOND SUPPLEMENTAL JUDGMENT**

The terms of the 2001 Consent Judgment and 2000 Consent Judgment remain in full force and effect, unless otherwise specified in this Second Supplemental Judgment. All terms and definitions used herein shall have the same meaning as were used in the Consent Judgments. As used in this Second Supplemental Judgment, the term "Consent Judgments" shall mean the 2001 Consent Judgment and the 2000 Consent Judgment, together, and the term "Consent Judgment" shall refer to the 2001 Consent Judgment entered in the State.

## **III. ADDITIONAL CONSUMER PROTECTIONS**

The following terms shall take effect on a date (the "Effective Date") that is one hundred twenty (120) days after the date of entry of this Second Supplemental Judgment. In the event of any conflict or inconsistency between the 2001 Consent Judgment, the

---

<sup>1</sup> The Participating States are led by an Executive Committee (hereafter "EC") of States: Alaska, Colorado, Nevada, North Carolina, Oregon, Pennsylvania, Vermont and Wisconsin.

2000 Consent Judgment and this Second Supplemental Judgment, this Second Supplemental Judgment shall control.

**1. ENTRY/ORDER**

Section 33 of the Consent Judgment is amended by adding subparagraphs, each to be lettered sequentially to follow the existing subparagraphs in the Consent Judgment, as follows:

e. PCH shall separate Order-related and Sweepstakes-related portions of the form with a double line, and display the disclosures required by clause (I) (a statement that discloses that no purchase is necessary to enter such sweepstakes) and (II) (a statement that discloses that a purchase will not improve an individual's chances of winning) of 39 U.S.C.A.

3001(k)(3)(A)(ii).

- (i) For customers with 3 or more paid orders in any 2-month period within the preceding 2 years, between the two dividing lines, with a Clear and Conspicuous reference to the location of the Sweepstakes Facts appearing in the Order-related portion of the form either immediately above or immediately below the line separating such messages from the Order-related portion of the form, as applicable, with no intervening copy or graphics; and
- (ii) For all others, in the same manner or in a box adjacent to the order boxes (or similar order device), with a Clear and Conspicuous reference to the location of the Sweepstakes Facts appearing immediately adjacent to such messages with no intervening copy or graphics.

The double lines shall extend across the entire page, the lines shall be solid, and the federal disclosures shall be Clear and Conspicuous. The



Sweepstakes-related portion shall not include any Order-related information or requests to order merchandise. Instructional copy relating to the location of Sweepstakes stamps or other Sweepstakes interactions on the Sweepstakes Entry Form shall be limited to that which is necessary to complete the Sweepstakes entry, and such instructions along with everything else in the Sweepstakes-related portion shall not refer to in any way or by reference or arrows point to the Order-related portion.

- f. Similarly the Order-related portion of a combined Entry/Order form shall be completely separated from and not refer to in any way the Sweepstakes-related portion or to entering the Sweepstakes or winning a Prize.
- g. Non-Order entrants shall not be required to interact with the Order-related portion in any way to enter, including affixing any stamp or checking any box in the Order-related portion.
- h. The Order-related portion shall not include pre-checked boxes that relate to merchandise offers or ordering, and any request in the Order-related portion for product interest information shall be only in the Order-related portion of the combined Entry/Order form. There shall be no request for product interest information in the Sweepstakes-related portion.
- i. Instructional copy (confined within the Sweepstakes-related portion) may tell the Recipient to return the form by the deadline date, but shall not state that the recipient must or should return the entire form to enter.

## **2. ORDER HISTORY/ENTRY HISTORY**

Section 20 of the Consent Judgment is amended by adding a subparagraph, to be lettered sequentially to follow the existing subparagraphs in the Consent Judgment, as an act or practice deemed to violate said section, as follows:

- j. Using Sweepstakes Communications which contain information relating to a Recipient's Order history and a Recipient's Entry history on the same side of one document or which convey information relating to a Recipient's Order history and Entry history by using titles or text that contain the same or substantially the same wording. Neither Entry nor Order "history" nor "information relating to" Entry or Order history shall be deemed to refer to generalized statements referring to or acknowledging a Recipient's status as a previous customer or previous entrant into PCH sweepstakes.

### **3. IDENTIFYING CHARACTERISTICS/KEY CODES/PRIZE**

#### **CONFUSION**

Section 15(c) of the Consent Judgment is amended by adding subparagraphs, each to be numbered sequentially to follow the existing subparagraphs in the Consent Judgment, as an act or practice deemed to violate said sections, as follows:

- (xviii) Using a Recipient's initials, personally identifying number or other personally identifying information to Misrepresent that the Recipient has been specially selected or is in a better position to win a Prize than other timely entrants with the same characteristics. Notwithstanding the previous sentence, PCH may tell a customer what unique number he or she has been assigned in a sweepstakes to identify the customer. Prohibited terms include "key code."
- (xix) Representing in a Sweepstakes Communication that a person residing in a particular geographic area or having a particular characteristic has an enhanced status or is more likely to win than other timely entrants residing in the same area or any other geographic area or sharing the same personal characteristics unless such is the case.



- (xx) Combining references in any Sweepstakes Communication to different Prizes or Sweepstakes in such a way as to Misrepresent the likelihood of winning any such Prize or Sweepstakes.
- (xxi) Making any reference in a Sweepstakes Communication to a particular Sweepstakes or Prize in such a manner as to Misrepresent the likelihood of winning any other Sweepstakes or Prize.
- (xxii) Making a Representation in a Sweepstakes Communication that combines references to more than one Sweepstakes or Prize without also identifying the giveaway number or other uniquely identifying term for each.

#### **4. USE OF WORD GUARANTEE**

Section 15(c)(iv) of the Consent Judgment is amended to delete existing subparagraph (b) and add a subparagraph, to be lettered sequentially to follow the remaining subparagraph in the Consent Judgment, as an act or practice deemed to violate said section, as follows:

- b. any term that Misrepresents that the Recipient has an enhanced status or position within a Sweepstakes superior to other timely entrants to describe any such status or position, including, but not limited to, use of the word “guarantee” or any variant regarding the Recipient in relationship to a Sweepstakes or Prize.

#### **5. COMMITTEES/BOARDS**

Section 17 of the Consent Judgment is amended by adding the following:

“Without in any way limiting the foregoing, the following acts or practices are deemed to violate this section:

- a. Use of the terms ‘Winner Selection Committee’ or ‘Winner Search Party’ or any other term that includes the word ‘winner’ to refer to any committee or board that plays a role in the conduct of a Sweepstakes.
- b. Representing that there is a board, office, committee or other entity that determines the winner of a Sweepstakes unless such is the case.
- c. Making any reference to the ‘Board of Judges’ other than in the Official Rules.
- d. For a period of three (3) years following the Effective Date, using a letter, notice, memorandum or envelope that is or purports to be from the ‘Office of Contests’ or the ‘Department of Contests’ (or any similar term for an office or department that includes the word ‘Contest’), or is signed by an individual identified therein as a member thereof, that contains the Recipient’s name, address or other personally-identifiable information.
- e. Using any other letter, notice or memorandum that is or purports to be from such an office or department referenced in subparagraph d above that:
  - i. Does not include a Clear and Conspicuous statement as to the role and responsibilities of the office or department;
  - ii. Represents that the office or department selects the winner of any Sweepstakes; and
  - iii. Does not include a statement to the effect that PCH doesn’t know who the winner is yet.”

## **6. CUSTOMER-ONLY SWEEPSTAKES**

Section 20(h) of the Consent Judgment is amended by adding the following additional requirements, each to be numbered sequentially to follow the existing subparagraphs in the Consent Judgment:



- (v) Notwithstanding anything contained in clause (iii) above, Customer-Only Sweepstakes will be mailed no more than:
  - A. Twice a year, for a period of no more than two (2) weeks in each instance, plus
  - B. Three times a year, for single mailings;  
provided that the mail volume for any such two-week period or single mailings is consistent with PCH's normal mailing practices and patterns and does not represent a significant increase over normal volumes in comparable periods.
- (vi) Any Sweepstakes Communication that includes a Customer-Only Sweepstakes shall state clearly that no purchase is necessary from that mailing in order to enter the Customer-Only Sweepstakes included in that bulletin.

#### **7. DUPLICATE MAGAZINE SUBSCRIPTIONS**

PCH shall, as soon as practicable but in any event no later than eighteen months after the date of entry of this Second Supplemental Judgment, implement procedures designed to identify instances in which a person described in paragraph 1(a)(i) of Article VI below places duplicate magazine subscription orders through PCH during any rolling twelve calendar month period, checked not less frequently than quarterly. Promptly upon identification of any such instance, PCH shall cancel such duplicate subscription orders to the extent that they result in such a person having a subscription to a title for a period in excess of three years.

#### **IV. SPECIAL COMPLIANCE COUNSEL: OMBUDSPERSON**

A. **Special Compliance Counsel.** Notwithstanding the time limitation set forth in the 2001 Consent Judgment, PCH shall extend the engagement term of the Special Compliance Counsel, with all the powers, duties and responsibilities set forth in section 52(a) of the 2001 Consent Judgment, for an additional period of three years from and after the date of entry of this Second Supplemental Judgment.

B. **Ombudsperson.** PCH shall engage an attorney of national stature with a consumer protection background (who may be Jeffrey A. Modisett, Esq., and the Bryan Cave law firm of which he is a member) for a period of three years from the date of entry of this Second Supplemental Judgment to work with Special Compliance Counsel and to be the “Ombudsperson” with respect to PCH’s compliance with the injunctive provisions of the Consent Judgment and this Second Supplemental Judgment.

1. **General Duties and Responsibilities.** The Ombudsperson shall have the following general duties and responsibilities:

- a. Within thirty (30) days after the date of entry of this Second Supplemental Judgment, to meet with Special Compliance Counsel to review its promotion review procedures and to examine Special Compliance Counsel’s approach to compliance with the Consent Judgments.
- b. Within sixty (60) days after the date of entry of this Second Supplemental Judgment, to undertake and complete an examination of the actual conduct and operation of the promotion review process, and to report to PCH and Special Compliance Counsel (i) any instance or respect in which one or both of them are not, in the view of the Ombudsperson, following the



established promotion review procedures and (ii) any recommendations he or she may have for improvements of and enhancements to the process.

- c. At all times, to be available to the Attorney General, if he or she has issues with or objections to any promotional mailing package or practice, to transmit such issues or objections to PCH and Special Compliance Counsel and to explain to PCH and Special Compliance Counsel the Attorney General's point of view.
  - d. PCH shall provide the Ombudsperson with current copies of its promotional mailings and such additional information or materials as the Ombudsperson may reasonably request to fulfill his or her responsibilities hereunder.
2. Quarterly Review of High Volume Mailings. The Ombudsperson shall review (A) the ten most widely distributed PCH promotional packages determined by volume and (B) two less widely distributed (including test mailings) PCH promotional packages, in each case as mailed to persons appearing on its records with an address in the Participating States, during a calendar quarter for compliance with the Consent Judgments and this Second Supplemental Judgment, in accordance with the following procedures:
- a. As soon as practicable, but no later than fifteen (15) days after the end of each calendar quarter, PCH shall provide the Ombudsperson with a printed sample of each of the promotional mailing packages to be reviewed for that quarter.
  - b. As soon as practicable, but no later than thirty (30) days after receipt of such printed samples, the Ombudsperson shall review or cause to be reviewed such packages to determine whether or not

they are in compliance with the Consent Judgments and this Second Supplemental Judgment.

- c. The Ombudsperson shall report to Special Compliance Counsel and PCH any instance(s) in which such packages are not, in his or her view, in compliance with the Consent Judgments and this Second Supplemental Judgment.
- d. Special Compliance Counsel shall have thirty (30) days after receipt of any such report to make such written or oral submission(s) to the Ombudsperson as it may think fit and proper (if any) to rebut any assertion by the Ombudsperson of non-compliance by PCH.
- e. If, after notice and due consideration of any such submission by Special Compliance Counsel, the Ombudsperson is not satisfied that the promotional mailing package in question is in compliance with the Consent Judgments and this Second Supplemental Judgment, the Ombudsperson shall promptly notify Special Compliance Counsel and PCH.
- f. In the event that PCH wishes to mail a promotional mailing package as to which the Ombudsperson has made such a finding, PCH shall promptly provide the Ombudsperson with a schedule showing the mailing date and last change date (i.e., the last step in promotional mailing package development before the file is locked down for pre-press production) of the next and all subsequent mailings (if any) for which that package is scheduled.
- g. If PCH fails either to withdraw the package from consideration for future mailings, or to make such modifications thereto as shall be satisfactory to the Ombudsperson and Special Compliance



Counsel, provided the finding is first communicated to PCH prior to the last change date for the mailing in question, the Ombudsperson shall promptly notify the Attorney General of that fact and provide the Attorney General with a printed sample of the promotional mailing package in question and a statement of the basis for the Ombudsperson's determination of non-compliance.

3. Semi-Annual Reports. The Ombudsperson shall provide the Attorney General with a semi-annual report within thirty (30) days after the end of the first six-month period following the Effective Date and after each of the following three (3) such 6-month periods, in each case covering the immediately preceding 6-month period, which reports will describe generally his activities in the capacity of Ombudsperson during that period, including a statement of the number of mailings reviewed, the number of instances in which PCH objected to a finding by the Ombudsperson and the number of instances (if any) in which PCH rejected any findings of the Ombudsperson under paragraph B(2)(g) of this Article IV.
4. Review Frequency. No promotional mailing package need be reviewed for compliance by the Ombudsperson more frequently than once in a calendar year. Any promotional mailing package that would otherwise be required to be submitted to the Ombudsperson for review in respect of any calendar quarter under the preceding paragraph need not be so submitted if that package, or a package substantially the same as that package in all material respects, had been reviewed by the Ombudsperson without a finding of non-compliance with the Consent Judgment or this Second Supplemental Judgment, after going through the procedures set forth above, in respect of any of the three (3) preceding calendar quarters.

5. Confidential Treatment of Reports. All reports to the Attorney General by the Ombudsperson hereunder shall be deemed to be confidential information subject to such protections as may be accorded to such information under the laws, including FOIA laws, of the State. The State acknowledges that the undertaking to provide notices and reports to the Attorney General set forth herein is given for the purposes of settlement and that the reports of neither Special Compliance Counsel nor the Ombudsperson shall constitute any admission of wrongdoing by PCH nor may they be introduced into evidence in any proceeding by the Attorney General or the State in the event of any litigation between the State and PCH or any other person whatsoever. Nothing that Special Compliance Counsel or the Ombudsperson expresses or concludes may be used by any person as evidence for or against PCH in any dispute or litigation involving the mailings.
6. Fees and Expenses. PCH shall be responsible for and shall promptly pay the reasonable fees and disbursements of the Ombudsperson incurred in connection with the performance of his or her duties and responsibilities hereunder.

**V. REVIEW OF SWEEPSTAKES COMMUNICATIONS**

1. PCH shall provide the Office of the Attorney General upon letter of request to PCH or its counsel with a sample copy of any Sweepstakes Communication that is delivered by mail, e-mail and/or the Internet to persons appearing on its records as having an address in the State. The Attorney General may make such a request at any time. Receipt and/or review of sample Sweepstakes Communications by the Attorney General shall not constitute approval of or agreement to PCH's use of the Sweepstakes Communication(s); and



2. PCH shall take into account not only its own quality control and the recommendations of its legal counsel but also the input from Special Compliance Counsel and the Ombudsperson and in the event of any report from the Ombudsperson as to possible non-compliance shall carefully review its Sweepstakes Communications, including the one at issue, to ensure compliance with the judgments as contemplated herein.

#### **VI. PCH'S HIGH ACTIVITY CUSTOMER (HAC) PROGRAM**

PCH shall in addition to complying with the current provisions of section 46 through 52 of the 2001 Consent Judgment and section 41 through 47 of the 2000 Consent Judgment, institute the following enhancements to the "High Activity Customer" programs prescribed by these paragraphs:

- I. Quarterly Identification of Customers Subject to Survey. PCH shall, within thirty (30) days after the end of each calendar quarter, identify each person appearing on its customer file with an address within the State that meets any of the following criteria:
  - a. The customer
    - i. has paid Orders of \$500 or more in the preceding quarter from Sweepstakes Communications, and
    - ii. is determined to be 65 years of age or older (or his or her age is unknown), and
    - iii. is found to have a higher than average probability of being unpromotable through the application of the regression risk model shown to the EC December 10, 2007, a copy of which has been provided to each Participating State requesting the same, or a more accurate version (hereinafter the "Regression Risk Model"); or
  - b. The customer has paid Orders of \$900 or more in the triggering quarter from Sweepstakes Communications; or

- c. The customer is a “Spiking Customer.” The term “Spiking Customer” means a person who meets all of the following criteria:
- i. The person has been a PCH customer for at least five (5) consecutive calendar quarters;
  - ii. The person has paid Orders of five hundred dollars (\$500) or more in the triggering quarter from Sweepstakes Communications; and
  - iii. The aggregate amount of such paid Orders during the triggering quarter is more than 2.5 standard deviations above the average amount of their paid Orders during the four (4) consecutive calendar quarters immediately preceding the triggering quarter.

PCH shall not select any such identified customer for the receipt of Sweepstakes Communications unless and until the Special Compliance Counsel determines that such Sweepstakes Communications are appropriate for the customer via the PCH survey under Section 46(a) of the 2001 Consent Judgment and Article IV of the 2000 Consent Judgment. The Quarterly Identification process described in this paragraph is not subject to a 3-year limitation and will continue indefinitely. As used in this paragraph, the expression “higher than average probability” means any model score greater than one (1) standard deviation above the mean for the score distribution of the original model development population for the Regression Risk Model.

2. Annual Identification of 500 Customers Most Likely to be Unpromotable. PCH shall, within sixty (60) days after the end of each calendar year, identify each person that meets all of the following criteria:
- a. The person appears on PCH’s customer file with an address within the Participating States; and
  - b. The person has paid Orders of \$1000 or more in the preceding calendar year from Sweepstakes Communications; and



- c. The person is among the 500 customers from among all those resident in the Participating States, taken as a whole, meeting the criteria in subparts (a) and (b) of this paragraph 2 who are found to have the highest probability of being unpromotable through the application of the Regression Risk Model.

PCH shall not select any such identified customer for the receipt of Sweepstakes Communications unless and until the Special Compliance Counsel determines that such Sweepstakes Communications are appropriate for the customer via the PCH survey under Section 46(a) of the 2001 Consent Judgment and Article IV of the 2000 Consent Judgment.

- 3. Annual Automatic Permanent Suppression. For a period of three years following the entry of this Supplement Consent Judgment, PCH shall annually apply the Regression Risk Model to each person appearing on its records with an address in the State who has paid Orders in the preceding year at or above \$3800.00 and, in lieu of surveying the person as mandated by section 46 of the 2001 Consent Judgment and Article IV of the 2000 Consent Judgment, automatically permanently suppress all those who are found to have a high probability of being unpromotable.

- a. This is a failsafe mechanism, and it is anticipated that no one will fail to be identified by the Quarterly Identification process before reaching the \$3800.00 annual level.
- b. However, if twenty (20) or more persons from the Participating States, who should have been identified and suppressed by the Quarterly Identification process before reaching that level, reach the \$3800.00 level in the third year, PCH shall continue for an additional 3 years to apply the Regression Risk Model to persons at this dollar level in accordance with

this section and shall automatically suppress the persons in lieu of surveying them under the annual survey program.

As used in this paragraph, the term “high probability” means any model score greater than one and eight tenths (1.8) standard deviations above the mean for the score distribution of the original model development population for the Regression Risk Model.

4. Regression Risk Model Improvements. PCH shall review the Regression Risk Model from time to time and make such improvements or adjustments therein as may be necessary to reflect recent transaction activity and so render the Regression Risk Model more accurate. The States may retain, at their expense, an expert of recognized standing in the field to consult with PCH on the construction and application of the Regression Risk Model. PCH shall work in good faith with the State’s expert and take into consideration any reasonable recommendations from the State’s expert.
5. Annual Minimum Number of Surveys to Be Completed by PCH.
  - a. Annually, for each of the first three (3) Survey Years following the entry of this Second Supplemental Consent Judgment, PCH shall survey at least a Minimum Number of its customers in the Participating States. The Minimum Number shall be equal to the product of 16,000 multiplied by a percentage, the numerator of which is the population of the Participating States and the denominator of which is the population of the United States, according to the latest pronouncement by the United States Census Bureau, excluding from both the numerator and the denominator persons shown on PCH’s records with an address in the State of Iowa. If the total number of persons identified for survey under section 46 of the 2001 Consent Judgment and Article IV of the 2000 Consent Judgment and paragraphs 1 (Quarterly Identification of Customers Subject to Survey) , 2



(Annual Identification of 500 Customers Most Likely to be Unpromotable) and 11b (Annual Letter Screening and Suppression), of this Article VI is less than the Minimum Number, PCH shall then survey additional customers as set forth in this paragraph to reach the Minimum Number.

- b. In order to reach the Minimum Number, if needed, PCH shall use the Quarterly Identification process to identify customers who had paid orders in the preceding quarter of less than \$500 in decreasing amounts and also meet the criteria in paragraph 1a of this Article VI, or from the pool of persons with \$1000 or more in paid Orders in the preceding year by increasing the number identified for survey under paragraph 2 of this Article VI, as necessary to make up the shortfall. PCH shall assess the amount of any shortfall in reaching the Minimum Number each quarter on the basis of good faith projections for the year.
- c. The term "Survey Year" means each successive period of four consecutive calendar quarters, the first such Survey Year commencing with the first full calendar quarter following the entry of this Second Supplemental Judgment and the second and third Survey Years commencing with the fifth and ninth calendar quarters, respectively, following that quarter.

6. CPI Escalator.

- a. The reference to "in this paragraph 52" in paragraph 46i of the 2001 Consent Judgment is amended to "in this paragraph 46".
- b. On January 1 of each calendar year after the date of entry of this Second Supplemental Consent Judgment, the paid Order Dollar Thresholds, within the meaning of Paragraph 46(i) of the Consent Judgment, or measuring amounts, within the meaning of Article IV of the 2000 Consent Judgment, for the HAC program set forth above shall be adjusted (upward or

downward) (i) by the annual change in the consumer price index, and (ii) to exclude (A) one single item Merchandise Order of \$125 or more per quarter and (B) any single item Merchandise Order of \$500 or more (such amounts likewise to be adjusted upward or downward with the CPI), and the resulting amount shall be the new dollar threshold or measuring amount for that year.

- c. **CPI Escalator Freeze.** Notwithstanding the provisions of paragraph 46(i) of the 2001 Consent Judgment and Article IV of the 2000 Consent Judgment, the paid Order Dollar Threshold or measuring amount for automatic suppression shall (i) be \$5500 for order activity in calendar year 2010, and (ii) together with the special \$3800.00/year figure in paragraph 3 of this Article VI, shall not be increased to take into account increases in the Consumer Price Index for three years, commencing with calendar year 2011. Also the dollar amounts for (A) Annual Identification of 500 Customers Most Likely to be Unpromotable and (B) spending of \$1000 triggering the Annual No Purchase Necessary Letter shall not be increased to take into account increases in the Consumer Price Index for three years, commencing with calendar year 2011.

- 7. **High Activity Customer Survey.** Communications shall be considered “appropriate” for a person if the Special Compliance Counsel determines by the survey contemplated by Section 46(a) of the 2001 Consent Judgment and Article IV of the 2000 Consent Judgment that the person is (a) not generally confused or disoriented, (b) does not believe that buying shall help him/her win, and (c) is not making excessive purchases in relation to his or her means.

- a. PCH and the EC, or so many of the Participating States on the EC as wish to participate in the endeavor, shall work in good faith on modifications to the existing High Activity survey to better assure that communications to



High Activity Customers are appropriate in light of each customer's individual circumstances measured against the above 3 prongs.

- b. All survey modifications shall be undertaken in an effort to achieve the neutral and unbiased gathering of pertinent information, giving due regard to the need to identify and protect vulnerable individuals.
- c. Recommendations for modifications shall be submitted to a firm of experts of recognized standing in the field with special experience with applied research and senior populations selected by PCH (which may be the firm of experts that designed the original survey) for consideration and rejection and/or implementation. PCH and the Participating States on the EC will provide their respective ideas and goals for the process in a single joint letter to the firm of experts.
- d. In the event that the EC determines that the decisions of the firm of experts selected by PCH are unsatisfactory for any reason, the EC may select a second firm of experts of recognized standing in the field with special experience with applied research and senior populations to consider the matter. The States shall bear their own expense.
- e. The cost of the firm of experts selected by the EC shall be borne by PCH, but shall not exceed fifteen thousand dollars (\$15,000) plus travel and out-of-pocket expense. If the two firms are unable to agree, PCH and the EC may jointly select a third firm of experts to consider the matter. The cost of any third firm of experts shall be borne jointly by PCH and such of the EC Participating States as choose to participate in this endeavor.
- f. The work of the panel shall be completed within eighty (80) days of the matter's being assigned to the panel and then PCH and each Participating State in this Second Supplemental Judgment must then decide to accept the survey or take the matter to court. If the panel cannot reach agreement

the matter may be taken to court by PCH or any Participating State in each State or the current survey left in place.

- g. PCH and such EC Participating States shall exercise their best efforts to complete the survey review and revision project within six (6) months after the date of entry of this Second Supplemental Consent Judgment.
- h. Should the parties decide to modify the survey in the future they may do so by stipulation.
- i. PCH shall review the survey from time to time, in light of new information obtained in the conduct of the HAC program, and make such modifications and changes therein as shall appear to be necessary and proper to better assure the proper assessment of those being surveyed; provided that PCH shall not make any changes in the survey unless the same shall have been approved by Special Compliance Counsel and the Ombudsperson; and provided no material change arrived at in the survey modification process described in paragraphs a through g of this Section 7 will be changed by PCH for a period of three (3) years without the consent of the expert or experts engaged under paragraphs c and/or d of this Section 7, in addition to the consent of Special Compliance Counsel and the Ombudsman.
- j. PCH shall promptly provide copies on request of all completed surveys to the Attorney General's consumer protection office in the customer's state for all surveys resulting in a determination of "promotable." This provision shall not limit in any way the Attorney General's right to challenge such a determination. All surveys provided to the Attorney



General by PCH hereunder shall be deemed to be supplied as confidential information subject to such protections as may be accorded to such information under the laws, including FOIA laws and other applicable open records statutes of the State. Nothing in this section shall prohibit a State from using information contained in or obtained as a result of any survey provided hereunder, with due regard for any sensitive content, for the purpose of assisting individual consumers or for enforcement purposes by the Attorney General. If an outside party other than someone the State is sharing information with seeks access to a survey or surveys, the State will notify PCH.

8. Survey Procedures

- a. Survey Costs and Expenses. All costs and expenses of conducting HAC surveys to be borne exclusively by PCH.
- b. No Incentives. Survey-takers shall have no incentive, whether in the form of compensation formulas or otherwise, to skew the results of any survey, or to avoid explaining the results of any survey.
- c. Avoiding Undue Intrusiveness. A person who is surveyed and determined to be promotable need not be surveyed again for the next three (3) quarters following the quarter in which such determination is made, but shall be eligible for identification and survey in the ordinary course thereafter.

9. Avoiding the Resumption of Mailings. In order to better avoid a resumption of mailings to a High Activity Customer-suppressed individual due to minor variations in a person's name and address, PCH shall quarterly apply to its customer and suppression files, for persons appearing thereon with an address in the State:

- a. The best name and address duplication identification and elimination technology and procedures available on commercially reasonable terms;
  - b. Weekly updates of the National Change of Address file provided by the United States Postal Service or other authorized service provider; and
  - c. Industry-standard address correction software certified by the United States Postal Service or other authorized service provider.
10. Avoiding Inappropriate Reinstatement. No person who is surveyed and determined to be inappropriate for sweepstakes promotion pursuant to the HAC program described in the foregoing sections of this Article VI shall be reinstated to promotable status without the written consent of the Attorney General.
11. Annual No Purchase Necessary Letter.
- a. PCH shall mail to all persons appearing on its customer file with an address within the State and having paid Orders of one thousand dollars (\$1000) or more in any calendar year a non-promotional stand-alone letter reminding them of the “Buying Won’t Help You Win” and “No Purchase Necessary” messages, and including this message, conspicuously presented and in contrasting bold:  
  

***“In fact, the majority of Publishers Clearing House winners did not submit an order with their winning entry.”***

Such mailing shall occur not more than 180 days after the end of each calendar year.
  - b. Annual Letter Screening and Suppression. The Annual No Purchase Necessary Letter shall include a specially created dedicated 800# number as a toll-free customer assistance hotline. Consumer calls to the customer assistance hotline, whether from customers themselves or from their friends and relatives, shall be screened by PCH’s representatives for



warning signs, such as general confusion or a belief that a purchase is necessary, that would suggest a survey is in order. PCH shall promptly attempt to contact and survey any customer as to whom such warning signs are detected and shall permanently suppress such individual if appropriate in light of the survey criteria then applicable.

## **VII. MONETARY PROVISIONS**

Upon execution of this Second Supplemental Judgment, PCH shall pay a total of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) to the Participating States, to be divided among them as they shall in their discretion determine. Colorado's apportionment of this fund shall be used first for reimbursement of Colorado's actual costs and attorney fees and second it shall be held in trust, including any interest thereon, by the Attorney General for future consumer education, consumer fraud or antitrust enforcement efforts.

## **VIII. EFFECTIVE DATES**

1. High Activity Program. The provisions of Article VI shall be applied on the basis of paid Order activity in the first full calendar quarter after the date of entry of this Second Supplemental Judgment.
2. Additional Consumer Protections. The provisions of Article III shall become effective one hundred twenty (120) days after date of entry of this Second Supplemental Judgment.
3. Special Compliance Counsel and Ombudsman. The provisions of Articles IV and V shall become effective immediately upon entry of this Second Supplemental Judgment.

## **IX. GENERAL AND ADMINISTRATIVE PROVISIONS**

1. No Modification of Obligations under Consent Judgment. Nothing herein is intended to or shall reduce, modify or mitigate in any way the compliance obligations of PCH under the Consent Judgment.

2. No Limitation of Consumer Rights and Remedies. Nothing herein is intended to or shall limit the rights of or remedies available to any consumer under the laws of the State.

3. Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of the Consent Judgment and this Second Supplemental Consent Judgment or pursuing any law enforcement action with respect to the acts or practices of PCH not covered by the Consent Judgment and this Second Supplemental Consent Judgment or any acts or practices of PCH conducted after the date of entry of this Second Supplemental Judgment (or, in the case of the Additional Consumer Protections in Article III hereof; after the Effective Date).

4. Compliance with Law; Applicable Law. Nothing herein relieves PCH of its duty to comply with applicable laws of the State nor constitutes authorization by the Attorney General for PCH to engage in acts and practices prohibited by such laws. This Second Supplemental Judgment shall be governed by the laws of the State.

5. Non-Approval of Conduct. Nothing herein constitutes approval by the Attorney General of PCH's past or future Sweepstakes or other practices, and PCH shall not make any Representation contrary to the foregoing.

6. No Inducement. PCH acknowledges and confirms that no promise of any kind or nature whatsoever, other than the written terms hereof, was made to it to induce it to enter into this Second Supplemental Judgment, that it has entered into this Second Supplemental Judgment voluntarily, and that the Consent Judgment and this Second Supplemental Judgment constitutes the entire agreement between PCH and the State with respect to the subject matter hereof.



7. No Use of Settlement as Defense. PCH acknowledges that it is the Attorney General's customary position that an agreement restraining certain conduct on the part of a defendant does not prevent the Attorney General from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the enforcement options of the State or the Attorney General in that manner. Therefore, nothing herein shall be interpreted to prevent the State or the Attorney General from taking enforcement action to address conduct occurring after the date of entry of this Second Supplemental Judgment that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of the Consent Judgment or this Second Supplemental Judgment shall not be a defense to any such enforcement action.

8. Additional States. PCH's commitments in Section 1, Article VI, are based on the understanding that the Participating States would consist only of the 34 states and the District of Columbia identified in Schedule A as "Participating States." PCH has stated, and the Participating States do not contest, that it cannot effectively administer or support an increase in surveys beyond these commitments and in particular is not in a position to expand this program to States other than the Participating States.

9. Release of Claims. The State acknowledges by its execution hereof that this Second Supplemental Judgment constitutes a complete settlement and release of all civil claims on behalf of the State against PCH, and all of its subsidiaries and affiliates, past and present, and their past and present members, officers, directors, employees, agents and servants, and the representatives of any of them, and the successors and assigns of each thereof (all such released parties shall be collectively referred to as the "Releasees"), with respect to all civil claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted under its consumer protection statutes and relating to or based upon the acts or practices which are the subject of the Consent Judgment and this Second Supplemental Judgment prior to the date of entry of

this Second Supplemental Judgment (or, in the case of those relating to Sweepstakes Communications, prior to the Effective Date). The State agrees that it shall not proceed with or institute any civil action or proceeding based upon the above-cited consumer protection statutes against the Releasees, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorney's fees, or costs, for any Sweepstakes Communication disseminated prior to the Effective Date or for any other conduct or practice prior to the date of entry of this Second Supplemental Judgment which relates to the subject matter of the Consent Judgment or this Second Supplemental Judgment. Notwithstanding the foregoing, the State or the Attorney General may institute an action or proceeding to enforce the terms and provisions of the Consent Judgment or this Second Supplemental Judgment or to take action based on future conduct by the Releasees.

10. Modification. PCH and the Attorney General may modify the requirements and obligations imposed by the Consent Judgment and this Second Supplemental Judgment at any time by written agreement. If PCH comes to believe in good faith at any time hereafter that any of the terms hereof are no longer necessary for the protection of consumers, on that they conflict with any federal, state or local laws, rules or regulations, or that they are unreasonably burdensome, it may request such a modification. The Attorney General shall consider any such request in good faith, and grant it on good cause shown, but shall not under any circumstances be obligated to grant any such request that it deems in good faith to be contrary to the public interest.

WHEREFORE, the parties request the Court enter this Second Supplemental Judgment.



Respectfully submitted this 9th day of September, 2010.

On behalf of the Plaintiff the  
State of Colorado, *ex rel.*  
JOHN W. SUTHERS, Attorney General

On behalf of Defendant  
PUBLISHERS CLEARING HOUSE

/s/ Andy McCallin  
ANDREW P. McCALLIN, 20909  
First Assistant Attorney General  
Consumer Protection Section  
Colorado Attorney General's Office  
1525 Sherman Street – 7<sup>th</sup> Floor  
Denver, Colorado 80203  
(303) 866-5134  
FAX: (303) 866-4916  
Email: [Andrew.McCallin@State.Co.US](mailto:Andrew.McCallin@State.Co.US)

/s/ Megan I. Lennox  
Megan I. Lennox  
Bryan Cave LLP  
Two North Central Ave., Ste. 2200  
Phoenix, AZ 85004  
Tel: 602.364.7033  
Fax: 602.364.7070  
Email: [Megan.Lennox@bryancave.com](mailto:Megan.Lennox@bryancave.com)

Attorneys for Plaintiff

Attorneys for Defendant

*Pursuant to C.R.C.P. 121, § 1-26(7), the original of this document with original signatures is maintained in the offices of the Colorado Attorney General, 1525 Sherman Street, Seventh Floor, Denver, CO 80203, and will be made available for inspection by other parties or the Court upon request.*

SO ORDERED AND ADJUDGED THIS \_\_\_\_\_ DAY OF September, 2010.

\_\_\_\_\_  
CATHERINE A. LEMON  
District Court Judge

## Schedule A (Participating States)

Alaska  
Arizona  
Colorado  
District of Columbia  
Delaware  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Maryland  
Michigan  
Minnesota  
Mississippi  
Missouri  
Nebraska  
Nevada  
New Mexico  
North Carolina  
North Dakota  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin



S. 335

One Hundred Sixth Congress  
of the  
United States of America

AT THE FIRST SESSION

*Begun and held at the City of Washington on Wednesday,  
the sixth day of January, one thousand nine hundred and ninety-nine*

An Act

To amend chapter 30 of title 39, United States Code, to provide for the nonmailability of certain deceptive matter relating to sweepstakes, skill contests, facsimile checks, administrative procedures, orders, and civil penalties relating to such matter, and for other purposes.

*Be it enacted by the Senate and House of Representatives of  
the United States of America in Congress assembled,*

SECTION 1. TABLE OF CONTENTS.

The table of contents for this Act is as follows:

Sec. 1. Table of contents.

TITLE I—DECEPTIVE MAIL PREVENTION AND ENFORCEMENT

Sec. 101. Short title.

Sec. 102. Restrictions on mailings using misleading references to the United States Government.

Sec. 103. Restrictions on sweepstakes and deceptive mailings.

Sec. 104. Postal service orders to prohibit deceptive mailings.

Sec. 105. Temporary restraining order for deceptive mailings.

Sec. 106. Civil penalties and costs.

Sec. 107. Administrative subpoenas.

Sec. 108. Requirements of promoters of skill contests or sweepstakes mailings.

Sec. 109. State law not preempted.

Sec. 110. Technical and conforming amendments.

Sec. 111. Effective date.

TITLE II—FEDERAL RESERVE BOARD RETIREMENT PORTABILITY

Sec. 201. Short title.

Sec. 202. Portability of service credit.

Sec. 203. Certain transfers to be treated as a separation from service for purposes of the thrift savings plan.

Sec. 204. Clarifying amendments.

TITLE III—AMENDMENT TO THE FEDERAL PROPERTY AND  
ADMINISTRATIVE SERVICES ACT OF 1949

Sec. 301. Transfer of certain property to State and local governments.

**TITLE I—DECEPTIVE MAIL  
PREVENTION AND ENFORCEMENT**

**SEC. 101. SHORT TITLE.**

This title may be cited as the “Deceptive Mail Prevention and Enforcement Act”.

**SEC. 102. RESTRICTIONS ON MAILINGS USING MISLEADING REFERENCES TO THE UNITED STATES GOVERNMENT.**

Section 3001 of title 39, United States Code, is amended—  
(1) in subsection (h)—

S. 335—2

(A) in the first sentence by striking “contains a seal, insignia, trade or brand name, or any other term or symbol that reasonably could be interpreted or construed as implying any Federal Government connection, approval or endorsement” and inserting the following: “which reasonably could be interpreted or construed as implying any Federal Government connection, approval, or endorsement through the use of a seal, insignia, reference to the Postmaster General, citation to a Federal statute, name of a Federal agency, department, commission, or program, trade or brand name, or any other term or symbol; or contains any reference to the Postmaster General or a citation to a Federal statute that misrepresents either the identity of the mailer or the protection or status afforded such matter by the Federal Government”; and

(B) in paragraph (2)—

(i) in subparagraph (A) by striking “and” at the end;

(ii) in subparagraph (B) by striking “or” at the end and inserting “and”; and

(iii) by inserting after subparagraph (B) the following:

“(C) such matter does not contain a false representation stating or implying that Federal Government benefits or services will be affected by any purchase or nonpurchase; or”;

(2) in subsection (i) in the first sentence—

(A) in the first sentence by striking “contains a seal, insignia, trade or brand name, or any other term or symbol that reasonably could be interpreted or construed as implying any Federal Government connection, approval or endorsement” and inserting the following: “which reasonably could be interpreted or construed as implying any Federal Government connection, approval, or endorsement through the use of a seal, insignia, reference to the Postmaster General, citation to a Federal statute, name of a Federal agency, department, commission, or program, trade or brand name, or any other term or symbol; or contains any reference to the Postmaster General or a citation to a Federal statute that misrepresents either the identity of the mailer or the protection or status afforded such matter by the Federal Government”; and

(B) in paragraph (2)—

(i) in subparagraph (A) by striking “and” at the end;

(ii) in subparagraph (B) by striking “or” at the end and inserting “and”; and

(iii) by inserting after subparagraph (B) the following:

“(C) such matter does not contain a false representation stating or implying that Federal Government benefits or services will be affected by any contribution or noncontribution; or”;

(3) by redesignating subsections (j) and (k) as subsections (m) and (n), respectively; and

(4) by inserting after subsection (i) the following:



“(j)(1) Any matter otherwise legally acceptable in the mails which is described in paragraph (2) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.

“(2) Matter described in this paragraph is any matter that—

“(A) constitutes a solicitation for the purchase of or payment for any product or service that—

“(i) is provided by the Federal Government; and

“(ii) may be obtained without cost from the Federal Government; and

“(B) does not contain a clear and conspicuous statement giving notice of the information set forth in clauses (i) and (ii) of subparagraph (A).”.

**SEC. 103. RESTRICTIONS ON SWEEPSTAKES AND DECEPTIVE MAILINGS.**

Section 3001 of title 39, United States Code, is amended by inserting after subsection (j) (as added by section 102(4)) the following:

“(k)(1) In this subsection—

“(A) the term ‘clearly and conspicuously displayed’ means presented in a manner that is readily noticeable, readable, and understandable to the group to whom the applicable matter is disseminated;

“(B) the term ‘facsimile check’ means any matter that—  
“(i) is designed to resemble a check or other negotiable instrument; but

“(ii) is not negotiable;

“(C) the term ‘skill contest’ means a puzzle, game, competition, or other contest in which—

“(i) a prize is awarded or offered;

“(ii) the outcome depends predominately on the skill of the contestant; and

“(iii) a purchase, payment, or donation is required or implied to be required to enter the contest; and

“(D) the term ‘sweepstakes’ means a game of chance for which no consideration is required to enter.

“(2) Except as provided in paragraph (4), any matter otherwise legally acceptable in the mails which is described in paragraph (3) is nonmailable matter, shall not be carried or delivered by mail, and shall be disposed of as the Postal Service directs.

“(3) Matter described in this paragraph is any matter that—

“(A)(i) includes entry materials for a sweepstakes or a promotion that purports to be a sweepstakes; and

“(ii)(I) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that no purchase is necessary to enter such sweepstakes;

“(II) does not contain a statement that discloses in the mailing, in the rules, and on the order or entry form, that a purchase will not improve an individual’s chances of winning with such entry;

“(III) does not state all terms and conditions of the sweepstakes promotion, including the rules and entry procedures for the sweepstakes;

“(IV) does not disclose the sponsor or mailer of such matter and the principal place of business or an address at which the sponsor or mailer may be contacted;

- “(V) does not contain sweepstakes rules that state—
  - “(aa) the estimated odds of winning each prize;
  - “(bb) the quantity, estimated retail value, and nature of each prize; and
  - “(cc) the schedule of any payments made over time;
- “(VI) represents that individuals not purchasing products or services may be disqualified from receiving future sweepstakes mailings;
- “(VII) requires that a sweepstakes entry be accompanied by an order or payment for a product or service previously ordered;
- “(VIII) represents that an individual is a winner of a prize unless that individual has won such prize; or
- “(IX) contains a representation that contradicts, or is inconsistent with sweepstakes rules or any other disclosure required to be made under this subsection, including any statement qualifying, limiting, or explaining the rules or disclosures in a manner inconsistent with such rules or disclosures;
- “(B)(i) includes entry materials for a skill contest or a promotion that purports to be a skill contest; and
- “(ii)(I) does not state all terms and conditions of the skill contest, including the rules and entry procedures for the skill contest;
- “(II) does not disclose the sponsor or mailer of the skill contest and the principal place of business or an address at which the sponsor or mailer may be contacted; or
- “(III) does not contain skill contest rules that state, as applicable—
  - “(aa) the number of rounds or levels of the contest and the cost to enter each round or level;
  - “(bb) that subsequent rounds or levels will be more difficult to solve;
  - “(cc) the maximum cost to enter all rounds or levels;
  - “(dd) the estimated number or percentage of entrants who may correctly solve the skill contest or the approximate number or percentage of entrants correctly solving the past 3 skill contests conducted by the sponsor;
  - “(ee) the identity or description of the qualifications of the judges if the contest is judged by other than the sponsor;
  - “(ff) the method used in judging;
  - “(gg) the date by which the winner or winners will be determined and the date or process by which prizes will be awarded;
  - “(hh) the quantity, estimated retail value, and nature of each prize; and
  - “(ii) the schedule of any payments made over time;
- or
- “(C) includes any facsimile check that does not contain a statement on the check itself that such check is not a negotiable instrument and has no cash value.
- “(4) Matter that appears in a magazine, newspaper, or other periodical shall be exempt from paragraph (2) if such matter—
  - “(A) is not directed to a named individual; or
  - “(B) does not include an opportunity to make a payment or order a product or service.



“(5) Any statement, notice, or disclaimer required under paragraph (3) shall be clearly and conspicuously displayed. Any statement, notice, or disclaimer required under subclause (I) or (II) of paragraph (3)(A)(ii) shall be displayed more conspicuously than would otherwise be required under the preceding sentence.

“(6) In the enforcement of paragraph (3), the Postal Service shall consider all of the materials included in the mailing and the material and language on and visible through the envelope or outside cover or wrapper in which those materials are mailed.

“(1)(1) Any person who uses the mails for any matter to which subsection (h), (i), (j), or (k) applies shall adopt reasonable practices and procedures to prevent the mailing of such matter to any person who, personally or through a conservator, guardian, or individual with power of attorney—

“(A) submits to the mailer of such matter a written request that such matter should not be mailed to such person; or

“(B)(i) submits such a written request to the attorney general of the appropriate State (or any State government officer who transmits the request to that attorney general); and

“(ii) that attorney general transmits such request to the mailer.

“(2) Any person who mails matter to which subsection (h), (i), (j), or (k) applies shall maintain or cause to be maintained a record of all requests made under paragraph (1). The records shall be maintained in a form to permit the suppression of an applicable name at the applicable address for a 5-year period beginning on the date the written request under paragraph (1) is submitted to the mailer.”.

#### **SEC. 104. POSTAL SERVICE ORDERS TO PROHIBIT DECEPTIVE MAILINGS.**

Section 3005(a) of title 39, United States Code, is amended—

(1) by striking “or” after “(h),” each place it appears; and

(2) by inserting “, (j), or (k)” after “(i)” each place it appears.

#### **SEC. 105. TEMPORARY RESTRAINING ORDER FOR DECEPTIVE MAILINGS.**

(a) IN GENERAL.—Section 3007 of title 39, United States Code, is amended—

(1) by redesignating subsection (b) as subsection (c); and

(2) by striking subsection (a) and inserting the following:

“(a)(1) In preparation for or during the pendency of proceedings under section 3005, the Postal Service may, under the provisions of section 409(d), apply to the district court in any district in which mail is sent or received as part of the alleged scheme, device, lottery, gift enterprise, sweepstakes, skill contest, or facsimile check or in any district in which the defendant is found, for a temporary restraining order and preliminary injunction under the procedural requirements of rule 65 of the Federal Rules of Civil Procedure.

“(2)(A) Upon a proper showing, the court shall enter an order which shall—

“(i) remain in effect during the pendency of the statutory proceedings, any judicial review of such proceedings, or any action to enforce orders issued under the proceedings; and

“(ii) direct the detention by the postmaster, in any and all districts, of the defendant’s incoming mail and outgoing

mail, which is the subject of the proceedings under section 3005.

“(B) A proper showing under this paragraph shall require proof of a likelihood of success on the merits of the proceedings under section 3005.

“(3) Mail detained under paragraph (2) shall—

“(A) be made available at the post office of mailing or delivery for examination by the defendant in the presence of a postal employee; and

“(B) be delivered as addressed if such mail is not clearly shown to be the subject of proceedings under section 3005.

“(4) No finding of the defendant’s intent to make a false representation or to conduct a lottery is required to support the issuance of an order under this section.

“(b) If any order is issued under subsection (a) and the proceedings under section 3005 are concluded with the issuance of an order under that section, any judicial review of the matter shall be in the district in which the order under subsection (a) was issued.”.

(b) REPEAL.—

(1) IN GENERAL.—Section 3006 of title 39, United States Code, and the item relating to such section in the table of sections for chapter 30 of such title are repealed.

(2) CONFORMING AMENDMENTS.—(A) Section 3005(c) of title 39, United States Code, is amended by striking “section and section 3006 of this title,” and inserting “section.”.

(B) Section 3011(e) of title 39, United States Code, is amended by striking “3006, 3007,” and inserting “3007”.

#### SEC. 106. CIVIL PENALTIES AND COSTS.

Section 3012 of title 39, United States Code, is amended—

(1) in subsection (a) by striking “\$10,000 for each day that such person engages in conduct described by paragraph (1), (2), or (3) of this subsection.” and inserting “\$50,000 for each mailing of less than 50,000 pieces; \$100,000 for each mailing of 50,000 to 100,000 pieces; with an additional \$10,000 for each additional 10,000 pieces above 100,000, not to exceed \$2,000,000.”;

(2) in paragraphs (1) and (2) of subsection (b) by inserting after “of subsection (a)” the following: “, (c), or (d)”;

(3) by redesignating subsections (c) and (d), as subsections (e) and (f), respectively; and

(4) by inserting after subsection (b) the following:

“(c)(1) In any proceeding in which the Postal Service may issue an order under section 3005(a), the Postal Service may in lieu of that order or as part of that order assess civil penalties in an amount not to exceed \$25,000 for each mailing of less than 50,000 pieces; \$50,000 for each mailing of 50,000 to 100,000 pieces; with an additional \$5,000 for each additional 10,000 pieces above 100,000, not to exceed \$1,000,000.

“(2) In any proceeding in which the Postal Service assesses penalties under this subsection the Postal Service shall determine the civil penalty taking into account the nature, circumstances, extent, and gravity of the violation or violations of section 3005(a), and with respect to the violator, the ability to pay the penalty, the effect of the penalty on the ability of the violator to conduct lawful business, any history of prior violations of such section,



the degree of culpability and other such matters as justice may require.

“(d) Any person who violates section 3001(l) shall be liable to the United States for a civil penalty not to exceed \$10,000 for each mailing to an individual.”.

**SEC. 107. ADMINISTRATIVE SUBPOENAS.**

(a) **IN GENERAL.**—Chapter 30 of title 39, United States Code, is amended by adding at the end the following:

**“§ 3016. Administrative subpoenas**

“(a) **SUBPOENA AUTHORITY.**—

“(1) **INVESTIGATIONS.**—

“(A) **IN GENERAL.**—In any investigation conducted under section 3005(a), the Postmaster General may require by subpoena the production of any records (including books, papers, documents, and other tangible things which constitute or contain evidence) which the Postmaster General considers relevant or material to such investigation.

“(B) **CONDITION.**—No subpoena shall be issued under this paragraph except in accordance with procedures, established by the Postal Service, requiring that—

“(i) a specific case, with an individual or entity identified as the subject, be opened before a subpoena is requested;

“(ii) appropriate supervisory and legal review of a subpoena request be performed; and

“(iii) delegation of subpoena approval authority be limited to the Postal Service’s General Counsel or a Deputy General Counsel.

“(2) **STATUTORY PROCEEDINGS.**—In any statutory proceeding conducted under section 3005(a), the Judicial Officer may require by subpoena the attendance and testimony of witnesses and the production of any records (including books, papers, documents, and other tangible things which constitute or contain evidence) which the Judicial Officer considers relevant or material to such proceeding.

“(3) **RULE OF CONSTRUCTION.**—Nothing in paragraph (2) shall be considered to apply in any circumstance to which paragraph (1) applies.

“(b) **SERVICE.**—

“(1) **SERVICE WITHIN THE UNITED STATES.**—A subpoena issued under this section may be served by a person designated under section 3061 of title 18 at any place within the territorial jurisdiction of any court of the United States.

“(2) **FOREIGN SERVICE.**—Any such subpoena may be served upon any person who is not to be found within the territorial jurisdiction of any court of the United States, in such manner as the Federal Rules of Civil Procedure prescribe for service in a foreign country. To the extent that the courts of the United States may assert jurisdiction over such person consistent with due process, the United States District Court for the District of Columbia shall have the same jurisdiction to take any action respecting compliance with this section by such person that such court would have if such person were personally within the jurisdiction of such court.

“(3) SERVICE ON BUSINESS PERSONS.—Service of any such subpoena may be made upon a partnership, corporation, association, or other legal entity by—

“(A) delivering a duly executed copy thereof to any partner, executive officer, managing agent, or general agent thereof, or to any agent thereof authorized by appointment or by law to receive service of process on behalf of such partnership, corporation, association, or entity;

“(B) delivering a duly executed copy thereof to the principal office or place of business of the partnership, corporation, association, or entity; or

“(C) depositing such copy in the United States mails, by registered or certified mail, return receipt requested, duly addressed to such partnership, corporation, association, or entity at its principal office or place of business.

“(4) SERVICE ON NATURAL PERSONS.—Service of any subpoena may be made upon any natural person by—

“(A) delivering a duly executed copy to the person to be served; or

“(B) depositing such copy in the United States mails, by registered or certified mail, return receipt requested, duly addressed to such person at his residence or principal office or place of business.

“(5) VERIFIED RETURN.—A verified return by the individual serving any such subpoena setting forth the manner of such service shall be proof of such service. In the case of service by registered or certified mail, such return shall be accompanied by the return post office receipt of delivery of such subpoena.

“(c) ENFORCEMENT.—

“(1) IN GENERAL.—Whenever any person, partnership, corporation, association, or entity fails to comply with any subpoena duly served upon him, the Postmaster General may request that the Attorney General seek enforcement of the subpoena in the district court of the United States for any judicial district in which such person resides, is found, or transacts business, and serve upon such person a petition for an order of such court for the enforcement of this section.

“(2) JURISDICTION.—Whenever any petition is filed in any district court of the United States under this section, such court shall have jurisdiction to hear and determine the matter so presented, and to enter such order or orders as may be required to carry into effect the provisions of this section. Any final order entered shall be subject to appeal under section 1291 of title 28, United States Code. Any disobedience of any final order entered under this section by any court may be punished as contempt.

“(d) DISCLOSURE.—Any documentary material provided pursuant to any subpoena issued under this section shall be exempt from disclosure under section 552 of title 5, United States Code.”.

(b) REGULATIONS.—Not later than 120 days after the date of the enactment of this section, the Postal Service shall promulgate regulations setting out the procedures the Postal Service will use to implement the amendment made by subsection (a).

(c) SEMIANNUAL REPORTS.—Section 3013 of title 39, United States Code, is amended by striking “and” at the end of paragraph (4), by redesignating paragraph (5) as paragraph (6), and by inserting after paragraph (4) the following:



“(5) the number of cases in which the authority described in section 3016 was used, and a comprehensive statement describing how that authority was used in each of those cases; and”.

(d) TECHNICAL AND CONFORMING AMENDMENT.—The table of sections for chapter 30 of title 39, United States Code, is amended by adding at the end the following:

“3016. Administrative subpoenas.”.

**SEC. 108. REQUIREMENTS OF PROMOTERS OF SKILL CONTESTS OR SWEEPSTAKES MAILINGS.**

(a) IN GENERAL.—Chapter 30 of title 39, United States Code (as amended by section 107) is amended by adding after section 3016 the following:

**“§ 3017. Nonmailable skill contests or sweepstakes matter; notification to prohibit mailings**

“(a) DEFINITIONS.—In this section—

“(1) the term ‘promoter’ means any person who—

“(A) originates and mails any skill contest or sweepstakes, except for any matter described in section 3001(k)(4); or

“(B) originates and causes to be mailed any skill contest or sweepstakes, except for any matter described in section 3001(k)(4);

“(2) the term ‘removal request’ means a request stating that an individual elects to have the name and address of such individual excluded from any list used by a promoter for mailing skill contests or sweepstakes;

“(3) the terms ‘skill contest’, ‘sweepstakes’, and ‘clearly and conspicuously displayed’ have the same meanings as given them in section 3001(k); and

“(4) the term ‘duly authorized person’, as used in connection with an individual, means a conservator or guardian of, or person granted power of attorney by, such individual.

“(b) NONMAILABLE MATTER.—

“(1) IN GENERAL.—Matter otherwise legally acceptable in the mails described in paragraph (2)—

“(A) is nonmailable matter;

“(B) shall not be carried or delivered by mail; and

“(C) shall be disposed of as the Postal Service directs.

“(2) NONMAILABLE MATTER DESCRIBED.—Matter described in this paragraph is any matter that—

“(A) is a skill contest or sweepstakes, except for any matter described in section 3001(k)(4); and

“(B)(i) is addressed to an individual who made an election to be excluded from lists under subsection (d); or

“(ii) does not comply with subsection (c)(1).

“(c) REQUIREMENTS OF PROMOTERS.—

“(1) NOTICE TO INDIVIDUALS.—Any promoter who mails a skill contest or sweepstakes shall provide with each mailing a statement that—

“(A) is clearly and conspicuously displayed;

“(B) includes the address or toll-free telephone number of the notification system established under paragraph (2); and

“(C) states that the notification system may be used to prohibit the mailing of all skill contests or sweepstakes by that promoter to such individual.

“(2) NOTIFICATION SYSTEM.—Any promoter that mails or causes to be mailed a skill contest or sweepstakes shall establish and maintain a notification system that provides for any individual (or other duly authorized person) to notify the system of the individual’s election to have the name and address of the individual excluded from all lists of names and addresses used by that promoter to mail any skill contest or sweepstakes.

“(d) ELECTION TO BE EXCLUDED FROM LISTS.—

“(1) IN GENERAL.—An individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists of names and addresses used by a promoter of skill contests or sweepstakes by submitting a removal request to the notification system established under subsection (c).

“(2) RESPONSE AFTER SUBMITTING REMOVAL REQUEST TO THE NOTIFICATION SYSTEM.—Not later than 60 calendar days after a promoter receives a removal request pursuant to an election under paragraph (1), the promoter shall exclude the individual’s name and address from all lists of names and addresses used by that promoter to select recipients for any skill contest or sweepstakes.

“(3) EFFECTIVENESS OF ELECTION.—An election under paragraph (1) shall remain in effect, unless an individual (or other duly authorized person) notifies the promoter in writing that such individual—

“(A) has changed the election; and

“(B) elects to receive skill contest or sweepstakes mailings from that promoter.

“(e) PRIVATE RIGHT OF ACTION.—

“(1) IN GENERAL.—An individual who receives one or more mailings in violation of subsection (d) may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State—

“(A) an action to enjoin such violation;

“(B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater; or

“(C) both such actions.

It shall be an affirmative defense in any action brought under this subsection that the defendant has established and implemented, with due care, reasonable practices and procedures to effectively prevent mailings in violation of subsection (d). If the court finds that the defendant willfully or knowingly violated subsection (d), the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B).

“(2) ACTION ALLOWABLE BASED ON OTHER SUFFICIENT NOTICE.—A mailing sent in violation of section 3001(l) shall be actionable under this subsection, but only if such an action would not also be available under paragraph (1) (as a violation of subsection (d)) based on the same mailing.

“(f) PROMOTER NONLIABILITY.—A promoter shall not be subject to civil liability for the exclusion of an individual’s name or address



from any list maintained by that promoter for mailing skill contests or sweepstakes, if—

“(1) a removal request is received by the promoter’s notification system; and

“(2) the promoter has a good faith belief that the request is from—

“(A) the individual whose name and address is to be excluded; or

“(B) another duly authorized person.

“(g) PROHIBITION ON COMMERCIAL USE OF LISTS.—

“(1) IN GENERAL.—

“(A) PROHIBITION.—No person may provide any information (including the sale or rental of any name or address) derived from a list described in subparagraph (B) to another person for commercial use.

“(B) LISTS.—A list referred to under subparagraph (A) is any list of names and addresses (or other related information) compiled from individuals who exercise an election under subsection (d).

“(2) CIVIL PENALTY.—Any person who violates paragraph (1) shall be assessed a civil penalty by the Postal Service not to exceed \$2,000,000 per violation.

“(h) CIVIL PENALTIES.—

“(1) IN GENERAL.—Any promoter—

“(A) who recklessly mails nonmailable matter in violation of subsection (b) shall be liable to the United States in an amount of \$10,000 per violation for each mailing to an individual of nonmailable matter; or

“(B) who fails to comply with the requirements of subsection (c)(2) shall be liable to the United States.

“(2) ENFORCEMENT.—The Postal Service shall, in accordance with the same procedures as set forth in section 3012(b), provide for the assessment of civil penalties under this section.”.

(b) TECHNICAL AND CONFORMING AMENDMENTS.—The table of sections for chapter 30 of title 39, United States Code, is amended by adding after the item relating to section 3016 the following:

“3017. Nonmailable skill contests or sweepstakes matter; notification to prohibit mailings.”.

(c) EFFECTIVE DATE.—This section shall take effect 1 year after the date of the enactment of this Act.

#### SEC. 109. STATE LAW NOT PREEMPTED.

(a) IN GENERAL.—Nothing in the provisions of this title (including the amendments made by this title) or in the regulations promulgated under such provisions shall be construed to preempt any provision of State or local law that imposes more restrictive requirements, regulations, damages, costs, or penalties. No determination by the Postal Service that any particular piece of mail or class of mail is in compliance with such provisions of this title shall be construed to preempt any provision of State or local law.

(b) EFFECT ON STATE COURT PROCEEDINGS.—Nothing contained in this section shall be construed to prohibit an authorized State official from proceeding in State court on the basis of an alleged violation of any general civil or criminal statute of such State or any specific civil or criminal statute of such State.

**SEC. 110. TECHNICAL AND CONFORMING AMENDMENTS.**

(a) **REFERENCES TO REPEALED PROVISIONS.**—Section 3001(a) of title 39, United States Code, is amended by striking “1714,” and “1718,”.

(b) **CONFORMANCE WITH INSPECTOR GENERAL ACT OF 1978.**—

(1) **IN GENERAL.**—Section 3013 of title 39, United States Code, is amended—

(A) by striking “Board” each place it appears and inserting “Inspector General”;

(B) in the third sentence by striking “Each such report shall be submitted within sixty days after the close of the reporting period involved” and inserting “Each such report shall be submitted within 1 month (or such shorter length of time as the Inspector General may specify) after the close of the reporting period involved”; and

(C) by striking the last sentence and inserting the following:

“The information in a report submitted under this section to the Inspector General with respect to a reporting period shall be included as part of the semiannual report prepared by the Inspector General under section 5 of the Inspector General Act of 1978 for the same reporting period. Nothing in this section shall be considered to permit or require that any report by the Postmaster General under this section include any information relating to activities of the Inspector General.”.

(2) **EFFECTIVE DATE.**—This subsection shall take effect on the date of the enactment of this Act, and the amendments made by this subsection shall apply with respect to semiannual reporting periods beginning on or after such date of enactment.

(3) **SAVINGS PROVISION.**—For purposes of any semiannual reporting period preceding the first semiannual reporting period referred to in paragraph (2), the provisions of title 39, United States Code, shall continue to apply as if the amendments made by this subsection had not been enacted.

**SEC. 111. EFFECTIVE DATE.**

Except as provided in section 108 or 110(b), this title shall take effect 120 days after the date of the enactment of this Act.

## **TITLE II—FEDERAL RESERVE BOARD RETIREMENT PORTABILITY**

**SEC. 201. SHORT TITLE.**

This title may be cited as the “Federal Reserve Board Retirement Portability Act”.

**SEC. 202. PORTABILITY OF SERVICE CREDIT.**

(a) **CREDITABLE SERVICE.**—

(1) **IN GENERAL.**—Section 8411(b) of title 5, United States Code, is amended—

(A) by striking “and” at the end of paragraph (3);

(B) in paragraph (4)—

(i) by striking “of the preceding provisions” and inserting “other paragraph”; and

(ii) by striking the period at the end and inserting “; and”; and



(C) by adding at the end the following:

“(5) a period of service (other than any service under any other paragraph of this subsection, any military service, and any service performed in the employ of a Federal Reserve Bank) that was creditable under the Bank Plan (as defined in subsection (i)), if the employee waives credit for such service under the Bank Plan and makes a payment to the Fund equal to the amount that would have been deducted from pay under section 8422(a) had the employee been subject to this chapter during such period of service (together with interest on such amount computed under paragraphs (2) and (3) of section 8334(e)).

Paragraph (5) shall not apply in the case of any employee as to whom subsection (g) (or, to the extent subchapter III of chapter 83 is involved, section 8332(n)) otherwise applies.”.

(2) BANK PLAN DEFINED.—Section 8411 of title 5, United States Code, is amended by adding at the end the following:

“(i) For purposes of subsection (b)(5), the term ‘Bank Plan’ means the benefit structure in which employees of the Board of Governors of the Federal Reserve System appointed on or after January 1, 1984, participate, which benefit structure is a component of the Retirement Plan for Employees of the Federal Reserve System, established under section 10 of the Federal Reserve Act (and any redesignated or successor version of such benefit structure, if so identified in writing by the Board of Governors of the Federal Reserve System for purposes of this chapter).”.

(b) EXCLUSION FROM CHAPTER 84.—

(1) IN GENERAL.—Paragraph (2) of section 8402(b) of title 5, United States Code, is amended by striking the matter before subparagraph (B) and inserting the following:

“(2)(A) any employee or Member who has separated from the service after—

“(i) having been subject to—

“(I) subchapter III of chapter 83 of this title;

“(II) subchapter I of chapter 8 of title I of the Foreign Service Act of 1980; or

“(III) the benefit structure for employees of the Board of Governors of the Federal Reserve System appointed before January 1, 1984, that is a component of the Retirement Plan for Employees of the Federal Reserve System, established under section 10 of the Federal Reserve Act; and

“(ii) having completed—

“(I) at least 5 years of civilian service creditable under subchapter III of chapter 83 of this title;

“(II) at least 5 years of civilian service creditable under subchapter I of chapter 8 of title I of the Foreign Service Act of 1980; or

“(III) at least 5 years of civilian service (other than any service performed in the employ of a Federal Reserve Bank) creditable under the benefit structure for employees of the Board of Governors of the Federal Reserve System appointed before January 1, 1984, that is a component of the Retirement Plan for Employees of the Federal Reserve System, established under section 10 of the Federal Reserve Act,

determined without regard to any deposit or redeposit requirement under either such subchapter or under such benefit structure, or any requirement that the individual become subject to either such subchapter or to such benefit structure after performing the service involved; or”.

(2) EXCEPTION.—Subsection (d) of section 8402 of title 5, United States Code, is amended to read as follows:

“(d) Paragraph (2) of subsection (b) shall not apply to an individual who—

“(1) becomes subject to—

“(A) subchapter II of chapter 8 of title I of the Foreign Service Act of 1980 (relating to the Foreign Service Pension System) pursuant to an election; or

“(B) the benefit structure in which employees of the Board of Governors of the Federal Reserve System appointed on or after January 1, 1984, participate, which benefit structure is a component of the Retirement Plan for Employees of the Federal Reserve System, established under section 10 of the Federal Reserve Act (and any redesignated or successor version of such benefit structure, if so identified in writing by the Board of Governors of the Federal Reserve System for purposes of this chapter); and

“(2) subsequently enters a position in which, but for paragraph (2) of subsection (b), such individual would be subject to this chapter.”.

(c) PROVISIONS RELATING TO CERTAIN FORMER EMPLOYEES.—A former employee of the Board of Governors of the Federal Reserve System who—

(1) has at least 5 years of civilian service (other than any service performed in the employ of a Federal Reserve Bank) creditable under the benefit structure for employees of the Board of Governors of the Federal Reserve System appointed before January 1, 1984, that is a component of the Retirement Plan for Employees of the Federal Reserve System, established under section 10 of the Federal Reserve Act;

(2) was subsequently employed subject to the benefit structure in which employees of the Board of Governors of the Federal Reserve System appointed on or after January 1, 1984, participate, which benefit structure is a component of the Retirement Plan for Employees of the Federal Reserve System, established under section 10 of the Federal Reserve Act (and any redesignated or successor version of such benefit structure, if so identified in writing by the Board of Governors of the Federal Reserve System for purposes of chapter 84 of title 5, United States Code); and

(3) after service described in paragraph (2), becomes subject to and thereafter entitled to benefits under chapter 84 of title 5, United States Code,

shall, for purposes of section 302 of the Federal Employees’ Retirement System Act of 1986 (100 Stat. 601; 5 U.S.C. 8331 note) be considered to have become subject to chapter 84 of title 5, United States Code, pursuant to an election under section 301 of such Act.

(d) EFFECTIVE DATE.—

(1) IN GENERAL.—Subject to succeeding provisions of this subsection, this section and the amendments made by this



section shall take effect on the date of the enactment of this Act.

(2) PROVISIONS RELATING TO CREDITABILITY AND CERTAIN FORMER EMPLOYEES.—The amendments made by subsection (a) and the provisions of subsection (c) shall apply only to individuals who separate from service subject to chapter 84 of title 5, United States Code, on or after the date of the enactment of this Act.

(3) PROVISIONS RELATING TO EXCLUSION FROM CHAPTER.—The amendments made by subsection (b) shall not apply to any former employee of the Board of Governors of the Federal Reserve System who, subsequent to his or her last period of service as an employee of the Board of Governors of the Federal Reserve System and prior to the date of the enactment of this Act, became subject to subchapter III of chapter 83 or chapter 84 of title 5, United States Code, under the law in effect at the time of the individual's appointment.

**SEC. 203. CERTAIN TRANSFERS TO BE TREATED AS A SEPARATION FROM SERVICE FOR PURPOSES OF THE THRIFT SAVINGS PLAN.**

(a) AMENDMENTS TO CHAPTER 84 OF TITLE 5, UNITED STATES CODE.—

(1) IN GENERAL.—Subchapter III of chapter 84 of title 5, United States Code, is amended by inserting before section 8432 the following:

**“§ 8431. Certain transfers to be treated as a separation**

“(a) For purposes of this subchapter, separation from Government employment includes a transfer from a position that is subject to one of the retirement systems described in subsection (b) to a position that is not subject to any of them.

“(b) The retirement systems described in this subsection are—

“(1) the retirement system under this chapter;

“(2) the retirement system under subchapter III of chapter 83; and

“(3) any other retirement system under which individuals may contribute to the Thrift Savings Fund through withholdings from pay.”.

(2) CLERICAL AMENDMENT.—The table of sections for chapter 84 of title 5, United States Code, is amended by inserting before the item relating to section 8432 the following:

“8431. Certain transfers to be treated as a separation.”.

(b) CONFORMING AMENDMENTS.—Subsection (b) of section 8351 of title 5, United States Code, is amended by redesignating paragraph (11) as paragraph (8), and by adding at the end the following:

“(9) For the purpose of this section, separation from Government employment includes a transfer described in section 8431.”.

(c) EFFECTIVE DATE.—The amendments made by this section shall apply with respect to transfers occurring before, on, or after the date of the enactment of this Act, except that, for purposes of applying such amendments with respect to any transfer occurring before such date of enactment, the date of such transfer shall be considered to be the date of the enactment of this Act. The Executive Director (within the meaning of section 8401(13) of title

5, United States Code) may prescribe any regulations necessary to carry out this subsection.

**SEC. 204. CLARIFYING AMENDMENTS.**

(a) **IN GENERAL.**—Subsection (f) of section 3304 of title 5, United States Code, as added by section 2 of Public Law 105–339, is amended—

(1) by striking paragraph (4);

(2) by redesignating paragraphs (2) and (3) as paragraphs (3) and (4), respectively; and

(3) by inserting after paragraph (1) the following:

“(2) If selected, a preference eligible or veteran described in paragraph (1) shall acquire competitive status and shall receive a career or career-conditional appointment, as appropriate.”.

(b) **EFFECTIVE DATE.**—The amendments made by subsection (a) shall take effect as if enacted on October 31, 1998.

**TITLE III—AMENDMENT TO THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949**

**SEC. 301. TRANSFER OF CERTAIN PROPERTY TO STATE AND LOCAL GOVERNMENTS.**

Section 203(p)(1)(B)(ii) of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 484(p)(1)(B)(ii)) is amended by striking “December 31, 1999.” and inserting “July 31, 2000. During the period beginning January 1, 2000, and ending July 31, 2000, the Administrator may not convey any property under subparagraph (A), but may accept, consider, and approve applications for transfer of property under that subparagraph.”.

*Speaker of the House of Representatives.*

*Vice President of the United States and  
President of the Senate.*