



## "50 Beds in 50 Days" Application and Rules

Only 501(c)(3) designed organizations will be considered. A copy of your 501(c)(3) certificate must accompany your application. Any application received without a copy of the organization's 501(c)(3) certificate will not be considered.

Organization name: \_\_\_\_\_

**Location:**

*Please check one box based on where the beds will be used – must be within 30 miles of the selected area. Some exceptions may apply.*

- Syracuse/Southern Tier       Buffalo       Rochester       Albany/Mohawk Valley

Street address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_      Zip code: \_\_\_\_\_

Contact name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Organization's Web site: \_\_\_\_\_

**Organization's Mission Statement:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Overview of organization:**

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**Number of beds needed and sizes:**

**(Please check all boxes that apply)**

No. of beds	Size(s)	Mattress needed	Foundation/box spring needed	Steel bed frame needed
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Explain how your organization would benefit from the beds:**

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Check here if anonymity/privacy is required in the coverage of your organization.

**By signing this application, I acknowledge that I have the authority to represent my organization and I further represent that I have read, understand and agree to all of the program rules and restrictions. Recipients(s) will be notified within 30 days after the application postmark deadline.**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Printed name** \_\_\_\_\_

**Title** \_\_\_\_\_

## **“50 Beds in 50 Days” Rules**

Eligibility: No purchase is necessary to participate in this program. Any 501(c)(3) within 30 miles of the respective giveaway area can apply. A total of 50 beds will be given to 501(c)(3) charities in each of the following cities: Syracuse/Southern Tier, Buffalo, Rochester and Albany/Mohawk Valley, N.Y.

Only 501(c)(3) designed organizations will be considered. A copy of the organization's 501(c)(3) certificate must accompany the application. Any application received without a copy of the organization's 501(c)(3) certificate will not be considered.

Metro Mattress and its employees, subsidiaries, affiliates, suppliers, advertising agency, and the families and persons living in the same household as such employees, are not eligible to participate. The program is subject to all federal, state, and local laws. Void where prohibited or restricted by law or regulations.

**Entering the giveaway program constitutes permission to use the name, voice, photo, and likeness of the recipient and/or organization for advertising and publicity purposes, without further compensation unless mutually agreed upon due to anonymity/privacy concerns expressed in the application.**

How to Enter:

- (1) Visit [www.metromattress.com](http://www.metromattress.com) to download the “50 Beds in 50 Days” application.
- (2) Fill out application form in its entirety.
- (3) Mail application form and copy of the 501(c)(3) certificate to:

Metro Mattress  
50 Beds in 50 Days  
3545 John Glenn Blvd.  
Syracuse, NY 13209

Entries must be post marked by the final day of the application period in order to be eligible for consideration. Metro Mattress reserves the right to modify entry periods without further notice.

Application periods:

Syracuse/Southern Tier:	1/22/2010 to 2/26/2010 (postmark deadline)
Buffalo:	4/1/2010 to 5/12/2010 (postmark deadline)
Rochester:	7/1/2010 to 8/12/2010 (postmark deadline)
Albany/Mohawk Valley:	10/1/2010 to 11/12/2010 (postmark deadline)

Normal postage charges to submit application will apply, and shall be the responsibility of the entrant.

Selection of Recipient(s): Recipient(s) will be selected within 30 days after the application deadline. Recipient(s) will be chosen by Metro Mattress based on all applications submitted, organization overview, mission, number of beds requested and explanation of how the beds will be used.

All decisions will be left to the sole discretion of Metro Mattress. Submission of application confirms that all parties mutually agree that decisions made by Metro Mattress regarding all matters relating to “50 Beds in 50 Days” including selection of recipients are not subject to legal challenge or explanation. All parties further agree that upon submission of application that no decision made by Metro Mattress will be challenged, questioned, criticized publicly or in the media, and that all matters relating to Metro Mattress' decisions on who will receive donations are final.

Odds of being selected will depend upon the total number of eligible applications received. Selected 501(c)(3) organization(s) will be notified. Metro Mattress will coordinate delivery details with selected recipients. Metro Mattress will be responsible for delivery expenses.

Donations: Metro Mattress, at its sole discretion, may decide if all 50 beds per giveaway area will be donated to one organization or divided among multiple organizations. Metro Mattress reserves the right to donate a quantity of mattresses that is different from the amount requested in an organization's application.

Total ARV of donations: The total value of each donation will vary based on the specific recipient's needs and will be provided to recipients upon request. All federal, state, and local taxes, and all other expenses not expressly listed above are the sole responsibility of the recipients. Metro Mattress may require (and organizations shall agree) to provide written acknowledgement on organization letterhead of receipt of donation following delivery for tax purposes. No cash value, transfer or other substitution of prize allowed, except at the sole discretion of Metro Mattress who reserves the right to substitute a prize of equal or greater value for any prize.

Release of Liability: By executing and submitting a completed application, all organizations release Metro Mattress and its subsidiaries, officers, affiliates, partners, employees, directors, agents, advertising agencies, and all other associated with the development and execution of this program, from any liability, loss or damage caused or claimed to be caused by your participation in the program and/or the acceptance, awarding, receipt, use and/or misuse of the donations, and you agree that these entities are in no way responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the program and/or the awarding of any donation nor the performance of the products donated. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the program, (i) any and all disputes, claims, and causes of action arising out of or in connection with the program, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the program, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Recipients of donations also expressly release Metro Mattress against any claim relating to product liability and agree to pursue any such claim directly against the product manufacturer(s) only.

Additional Rules: Entrant agrees to hold harmless Metro Mattress, its officers, directors, employees, divisions, affiliates, subsidiaries, advertising and promotional agencies, from any claim by any third party relating to any aspect of the "50 Beds in 50 Days" program. By participating in the program, entrant agrees to be bound by these Official Rules, including all eligibility requirements and all decisions of Metro Mattress, which are final and binding in all matters relating to the program. Metro Mattress is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries/registrations; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry/registration materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Metro Mattress on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the program. Metro Mattress reserves the right to: (i) permanently disqualify from any program any person it believes has intentionally violated these official rules; and (ii) suspend, modify or terminate the program if Metro Mattress believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity of the program. If program is terminated before the end date, Metro Mattress will determine the recipient(s) from all eligible entries received as of the termination date. Metro Mattress reserves the right to disqualify any unauthorized entries, including, without limitation, multiple entries from the same person.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL OR ORGANIZATION, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE ANY WEB SITE ASSOCIATED WITH THIS PROGRAM OR INTERFERE WITH THE OPERATION OF THE PROGRAM, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND METRO MATTRESS RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL OR ORGANIZATION TO THE FULLEST EXTENT PERMITTED BY LAW.