

Learning Together at Home Giveaway Rules 7/22/20 – 7/28/20

CRCC OMAHA (CRCC) OFFICIAL CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- **1. Eligibility:** This giveaway is only open to legal residents of the United States who are 18 years or older as of the date of entry and is void where prohibited by law. Employees of CRCC, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the giveaway. The giveaway is subject to all applicable federal, state, and local laws and regulations.
- **2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of CRCC as final and binding as it relates to the giveaway and these Rules.
- **3. Campaign Period:** Entries will be accepted online starting on *July 22, 2020* and ending *July 28, 2020*. All online entries must be received by midnight Central Time, *July 28, 2020*.
- **4. How to Enter:** To enter, You must share a photo of your favorite childhood learning activity in the comments of the post (Facebook & Twitter) or comment your favorite childhood learning activity in the comments of the post (Instagram). The entry must fulfill all giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of CRCC. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to

circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of CRCC.

- **5. Prizes:** The Winner(s) of the giveaway (the "Winner") will receive a *Learning Together at Home Guide*. The specifics of the prize shall be solely determined by CRCC. No cash or other prize substitution shall be permitted. No substitution of prize or request for the cash equivalent by the Winner is permitted. No transfer/assignment of prize to others is permitted unless the Winner does not respond to contact by CRCC within two days of initial contact. At that point, another Winner will be chosen. Acceptance of prize constitutes permission for CRCC to use Winner's name, likeness, and entry for purpose of advertising and trade without further compensation, unless prohibited by law.
- **6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: The Winner will be selected by a random drawing under the supervision of CRCC. The Winner will be notified by a comment and/or message within five (5) days following selection of the Winner. CRCC shall have no liability for the Winner's failure to receive notices due to spam, junk email or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted or is ineligible, the prize may be forfeited and an alternate Winner selected. Receipt by the Winner of the prize offered in this giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT CRCC's SOLE DISCRETION) WILL RESULT IN THE WINNER'S DISQUALIFICATION AS THE WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. Rights Granted by You: By entering this giveaway, You understand and agree that CRCC or anyone acting on behalf of CRCC and CRCC's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of CRCC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless CRCC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense which CRCC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- **9. Terms & Conditions:** CRCC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond CRCC's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, CRCC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by CRCC. CRCC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper

with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. CRCC has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, CRCC reserves the right to seek damages to the fullest extent permitted by law. 10. Limitation of Liability: CRCC and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors shall have no responsibility for any liability (including tax liability), illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including, but not limited to, the malfunction of any computer, cable, network, hardware, software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

- **11. Disputes:** THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES AND OF NEBRASKA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign shall be resolved individually without resort to any form of class action, exclusively before a court located in Nebraska having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.
- **12. Copy of Rules/Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: CRCC, 2010 N 88th, Omaha, NE 68134. Requests must be received no later than *July 30, 2020*, 12:00 p.m. CST.
- **13. Sponsor:** The Sponsor of the giveaway is CRCC, 2010 N 88th St, Omaha, NE 68134.
- **14. Facebook:** The Campaign hosted by CRCC is in no way sponsored, endorsed, administered by, or associated with Facebook.