

Educational Opportunity Center Official Giveaway Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

The Texas Southern University TRIO Educational Opportunity Center ("Sponsor") Monthly Giveaway will be conducted during the calendar month of August (collectively and individually, the "Giveaway"), beginning at 12:00 AM Eastern Time ("ET") on August 14, 2020 and ending at 11:59 PM CST on August 31, 2020. Central Standard Time shall control for all purposes of this Giveaway. Sponsor's clock shall be the official timekeeper for the Giveaway. The Giveaway is governed by these Official Rules and is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

- 1. Eligibility.** The Giveaway is open only to legal residents of the United States of America, who are 18 years of age or older at the time of entry and who reside in the following Texas counties: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton. Proof of residency and age may be required prior to award of any prize. Employees, officers and directors of Sponsor, its affiliates, partners, advertising and promotional agencies, and the immediate families or members of the same household (whether related or not) of such individuals are not eligible to enter. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Giveaway or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.
- 2. How to Enter.** To enter the Giveaway, during the applicable Entry Period: (1) click the corresponding link within the Giveaway announcement post or email; (2) complete all required fields on the Sponsor's intake application form, and hit "Submit" to receive one entry into the Giveaway for the Entry Period. Limit one (1) entry per person. Entries do not carry over to subsequent Giveaways; each Giveaway must be entered separately. Entrants are eligible to win only one (1) Giveaway unless otherwise stated. Although it is free to enter, standard message and data charges may be incurred if you use your mobile device to enter the Giveaway. Entries will be deemed to have been submitted by the Potential Participant of the information submitted on the intake application at the time of entry. "Potential Participant" is defined as the natural person who has submitted their valid information on the Sponsor's intake application. Entering or attempting to enter multiple times through the use of multiple applications or the use of any robotic or automated devices to submit entries is prohibited and any such entries will be deemed void and disqualified. All entries become the property of Sponsor upon receipt and will not be acknowledged or returned.
- 3. Winner Selection; Odds of Winning.** Within one (1) week after the close of the Entry Period, at a minimum of two (2) potential winners or more depending on available funds will be randomly selected by Sponsor from all eligible entries received for the Entry Period. Odds of winning will depend upon the total number of eligible entries received during the applicable Entry Period. Potential winner shall be notified by one of the contact methods provided on the Sponsor's intake application. The potential winner may be required, in Sponsor's discretion, to sign and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) and/or other related documents (collectively, the "Affidavit") by the date or within the time frame specified by Sponsor or an alternate winner may be selected. If potential winner is under the age of majority in its state of legal residence, the prize will be awarded to winner's parent or legal guardian and the Affidavit must be executed by such parent or legal guardian. In the event: (a) a potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated on the intake application or winner notification or Affidavit is returned as undeliverable; (b) a potential winner declines or cannot accept, receive or use the prize

Educational Opportunity Center Official Giveaway Rules

for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) a potential winner is found to be ineligible to enter the Giveaway or receive the prize, (e) a potential winner cannot or does not comply with the Official Rules, or (f) a potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Giveaway and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received for that Entry Period.

4. Prizes.

1. **The winner of Giveaway will receive one (1) \$25-\$50 gift card.** Prizes will be as announced on Sponsor's [Facebook page](#) and winner(s) will be notified via email or other valid contact method. If prize or any portion thereof is not accepted, is unclaimed within five (5) days or unused by a winner, it will be forfeited and will not be substituted. No transfer, refund, cash redemption, substitution or replacement of prize or any prize component permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent) if a stated prize is unavailable or for any other reason. The prize winner will receive a message from Sponsor with additional instructions on how to collect prize. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All costs and expenses associated with the prize and the acceptance and/or use thereof, to the extent not expressly stated herein as being awarded, including without limitation all federal, state and local taxes, are the sole responsibility of the winner. SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

5. **Publicity Release.** Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Giveaway or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.
6. **No Tampering; Right To Cancel; Modify.** Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to inactive email accounts or an entrant's failure to monitor its email account; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of

Educational Opportunity Center Official Giveaway Rules

the Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple intake applications or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway promotion, including the entire Giveaway promotion, and/or modify the Giveaway and/or award the prizes based upon the criteria set forth in these Official Rules from all eligible entries received as of the termination date. If the Giveaway is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Entry Period, in Sponsor's discretion, notice may be posted at the Website. Sponsor reserves the right to discontinue the Giveaway at any time, in its sole discretion, subsequent to the end of any given Entry Period.

7. **Release of Liability; Disclaimer of Warranty.** By participating in the Giveaway entrants and winners agree to release and hold harmless Sponsor, Facebook and their respective parents, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with the administration of, preparation for, or participation in, the Giveaway, or possession, acceptance and/or use or misuse of the prize or participation in any Giveaway-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Giveaway. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof.
8. **Jurisdiction; Venue; Governing Law.** Except where prohibited, entrants agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court having jurisdiction over the subject matter located in the State of Texas for Harris County. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover, and the parties hereby waive all rights to claim, indirect, punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief or to have damages multiplied or otherwise increased.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

Educational Opportunity Center Official Giveaway Rules

1. **Use of Personal Information/Data.** By entering the Giveaway, entrants will be sharing their personal information with Sponsor and Sponsor will be collecting personal data about entrants online in accordance with its privacy policy, located at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>. Please refer to Sponsor's privacy policy for important information regarding the collection, use and disclosure of personal information by Sponsor. Personal information/data collected by Sponsor will be used for administration of the Giveaway, awarding the prize, and the providing of services to Entrant as a participation in the Sponsor's education program. In addition, by entering the Giveaway, entrants: (i) agree to Sponsor's collection and use of entrant's personal information as described in its privacy policy; (ii) agree to receive newsletters and other program information from Sponsor via email; and (iii) acknowledge that they have read and accepted Sponsor's privacy policy. Sponsor is not responsible for disclosures made by any third party. Entrants may subsequently opt-out of receiving further emails or communications from Sponsor.
 2. **Sponsor.** Texas Southern University TRIO Educational Opportunity Center 3100 Cleburne ST #1234, Houston, TX 77004. The Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook, HEB, Shell Oil, Walmart, Amazon, Uber Eats, or Visa. Any and all questions, comments or complaints regarding the Giveaway must be directed solely to Sponsor. *You are providing your information to Sponsor.*
11. **Winner List.** To obtain a copy of the winners' list, send a self-addressed, stamped envelope to: Texas Southern University TRIO Educational Opportunity Center [Write in the Month and Year of the Giveaway you would like to know the winner of] August Giveaway, 3100 Cleburne ST #1234, Houston, TX 77004 within 90 days of the winner announcement for that Monthly Giveaway, or email trioeoc@tsu.edu.