**MODEL OFFICIAL RULES FOR SWEEPSTAKES-STYLE PROMOTIONS**

INSTRUCTIONS

This template is an example of what the Official Rules for a drawing conducted for participants completing an online survey should generally look like. Anything in RED should be reviewed/adjusted depending on relevant state law and the stipulations you wish to enforce. **This template is not necessarily compliant in all jurisdictions. Consult an attorney if you need specific advice or assistance preparing your official rules.** Once Official Rules are completed, you can link the Official Rules in emails or advertisements to prospective participants. It is also recommended that you avoid using terms like “raffle,” “lucky,” or “sweepstakes,” and instead, use words like “drawing” or “promotion.”

OFFICIAL RULES TEMPLATE

{TITLE OF PROMOTION; E.G., “XYZ RESEARCH DRAWING PROMOTION”}

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE SELECTION CHANCES. THERE ARE NO SECOND CHANCE DRAWINGS, MEANING THAT INDIVIDUALS CANNOT BE ENTERED INTO A POOL FOR A PRIZE MORE THAN ONE TIME.**

**SPONSOR (RESEARCHER).**

{First and the last name} (“Sponsor”) is the Sponsor and operator of the {Title of Promotion; e.g., “XYZ Research Drawing Promotion”} (the “Promotion”) and is solely responsible for its administration and fulfillment. You agree to look exclusively to the Sponsor for any claim relating to the Promotion. All inquiries regarding the Promotion should be directed to the Sponsor at {Sponsor’s Email Address}.

**ELIGIBILITY REQUIREMENTS.**

THIS PROMOTION IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AT THE TIME OF ENTRY, RECEIVED AN INVITATION FROM THE SPONSOR TO PARTICIPATE IN THE PROMOTION. IF UNDER THE AGE OF EIGHTEEN (18), THE PARTICIPANT MUST HAVE A PARENT OR LEGAL GUARDIAN’S CONSENT TO PARTICIPATE. VOID IN FLORIDA, NEW YORK, PUERTO RICO, U.S. TERRITORIES, AND ALL JURISDICTIONS WHERE PROHIBITED, TAXED, OR RESTRICTED BY LAW.

Sponsor and members of their immediate families (i.e., spouses, parents, children, siblings, and “steps” of each) and all those persons living in the same household of each, whether or not related, are not eligible to enter the Promotion. All applicable federal, state, and local laws and regulations apply.

By participating in the Promotion, the participant fully and unconditionally agrees to be bound by these official rules (“Official Rules”) and by the Sponsor’s decisions in all matters relating to the Promotion.

**ENTRY PERIOD.**

The Promotion begins at {Time/Month/Day/Year} and ends at {Time/Month/Day/Year} (“Entry Period”). The Sponsor’s computer is the official time-keeping device for this Promotion. All entries must be received by the end of the Entry Period to be eligible for the drawing.

**HOW TO ENTER.**

During the Entry Period, you may enter the Promotion through one of the following two methods:

Entry Method 1:

{The following instructions are for the completion of a Survey that collects participant names. If the survey will be anonymous, an Entry Method 2 will need to be included in the template.} During the Entry Period, you can enter the Promotion automatically by completing the {name of the survey}” (“Survey”), which is accessible by {how is the survey accessed? E.g., by clicking the link in the email inviting you to participate in the Promotion}. You may only complete one Survey. The average amount of time needed to complete the Survey is approximately \_\_\_\_\_\_\_\_\_\_\_\_\_.

Entry Method 2: Alternative Method of Entry

An eligible individual who does not wish to complete the Survey but who wishes to participate in the Promotion may enter for free by submitting a Mail-in entry or Email {you can choose one or both} entry by the alternative method of entry (“AMOE”) instructions below. Both methods will be treated as equal entries, and neither method will impair or harm the odds of winning the Promotion.

*Mail-In entry*

During the Entry Period, legibly hand print your full name, complete postal address (including zip code), home telephone number, e-mail address, and the phrase {name of promotion}” on a 3 ½” x 5” or approximate sized card and mail it, with proper postage affixed, to {Sponsor’s address to receive mail}. All mail-in entries **must be postmarked by** {Month/Day/Year} **and received by** {Month/Day/Year}**.**

The Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible, or postage-due entries or mail, all of which will be void. No mechanically reproduced entries are permitted. All entries become the property of the Sponsor, and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt by the Sponsor. Mail-in entries that are mechanically reproduced, copied, illegible, incomplete, misdirected, postage-due, late, or inaccurate are void.

*E-mail Entry*

During the Entry Period, send an e-mail to {Sponsor’s e-mail address} with {name of the promotion} in the email's subject line. The body of the e-mail must contain your full name, complete postal address (including zip code), and home telephone number. All e-mail entries **must be received by** {Time/Month/Day/Year}.

{This section applies if you are inviting individuals to participate by email. Strike if the participation invitation is not sent by email}. Whichever method you choose, you must be the authorized account holder of the email address to whom the invitation to participate is sent. The “authorized account holder” is the natural person to whom the e-mail address is assigned by an internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a discrepancy between the identity of the authorized account holder and the individual selected for the prize, the Sponsor reserves the right, in its sole discretion, to determine whether the entry is valid or to declare the entry invalid and select the potential winner based on a random drawing from among all remaining eligible entries submitted during the Entry Period.

Regardless of the entry method you use to enter the Promotion, a maximum of one (1) entry per person may be submitted for the entire Entry Period. Any attempt by a participant to obtain more than one (1) entry by using multiple/different identities, or any other methods, will void that person’s entries and may result in disqualification from the Promotion. Compliance with the entry requirements and all other aspects of these Official Rules will be determined by the Sponsor at its sole discretion. Entries that violate, as determined by the Sponsor, in its sole discretion, these Official Rules will be disqualified from the Promotion.

**ODDS OF WINNING.**

The odds of receiving the prize depend on the number of eligible entries received.

**WINNER SELECTION AND NOTIFICATION.**

On {Month/Day/Year}{it is recommended that the drawing date be a short time after the end of the Entry Period so that you have time to review all entries for any fraud} **(“Drawing Date”)**, {# of potential winners} potential winners will be randomly selected from among all eligible entries received. The Sponsor will use reasonable efforts to promptly notify the presumptive winner(s) after the Drawing Date using the e-mail address and telephone number provided by the winner(s) at the time of entry. The potential winners are subject to eligibility verification, including age and residency verification.

If the potential winners (i) are determined to be ineligible or otherwise disqualified by the Sponsor or (ii) fail to respond to the Sponsor’s first winner notification message within two business days of notification or after three (3) attempts (whichever occurs first), Sponsor reserves the right to disqualify that potential winner and select a potential substitute winner based upon a random drawing from among all other eligible entries received during the Entry Period. This process may be repeated up to two (2) times, after which, if the prize remains unclaimed, the prize will not be awarded and will remain the property of the Sponsor.

**PRIZE.**

{# of winners; i.e., Two (2)} winners will be randomly selected to receive {# of prizes; i.e., one (1)} {prize description; i.e., $100 gift card}. The prize will be {Method of Delivery; i.e., hand-delivered, mailed, emailed, etc.} by the Sponsor. The total value of all prizes offered in the Promotion is {Total value of all prizes being awarded; i.e., $200}.

The prize is non-transferable, and no prize substitution is permitted, except at the Sponsor’s sole discretion. If the prize is unavailable for any reason, Sponsor reserves the right in its sole discretion to substitute the prize with one of comparable or greater retail value.

Except where prohibited, the potential winner must sign and return, within seven (7) days of being notified, an Affidavit of Eligibility and Liability/Publicity Release and a W-9 tax form to be declared the final winner and claim the prize. Suppose the potential winner fails to sign and return the foregoing documents within the required time period. In that case, the prize will be forfeited, and a substitute winner may be selected based upon a random drawing from among all eligible Promotion entries received during the Entry Period.

The winner will be issued an IRS Form 1099 in the amount of the value of the prize stated in these Official Rules. To view IRS requirements, please visit <http://www.irs.gov>. **ALL FEDERAL, STATE, AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER**.

**LIMITATIONS OF LIABILITY OF SPONSOR.**

Sponsor assumes no liability and is not responsible. By entering the Promotion, you hereby waive and release Sponsor from any actions, claims, damages, losses, or injuries of any kind (collectively “Claims”) arising in connection with the Promotion and/or the receipt, use, or misuse of any prize, including without limitation, Claims relating to (i) lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage-due entries or mail; (ii) the malfunction of any computer, telephone, network, satellite, hardware, software or communications line; (iii) unauthorized human intervention; (iv) incorrect, delayed or inaccurate capture of entries, prize claims or other information relating to the Promotion, or the failure to capture any such information; (v) damage to any person’s computer or mobile device; or (vi) any errors in these Official Rules, entry forms, winner notifications or other announcements or communications relating to the Promotion. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any such ambiguity or error(s).

**LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

The Sponsor may prohibit a participant from participating in the Promotion or winning the prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Promotion by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten, or harass any other participants or Sponsor.

**SPONSOR’S RESERVATION OF RIGHTS.**

If the Promotion is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to modify, suspend, or cancel the Promotion. In the event of cancellation, the Sponsor reserves the right to select a potential winner from all eligible, non-suspect entries received before cancellation. All Promotion materials are subject to verification and are void if (a) not obtained through legitimate channels in accordance with these Official Rules, (b) any part is counterfeited, altered, illegible, reproduced, tampered with, or otherwise irregular, (c) obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors.

**GOVERNING LAW.**

THE PROMOTION IS GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF {recommended as Sponsor’s state of residency}, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.

**PRIVACY/USE OF PARTICIPANT DATA BY SPONSOR.**

By submitting an online survey form, you agree that the Sponsor and its representatives may contact you using any email address, telephone number, or postal address you provide. Any personally identifiable information collected during a participant’s participation in the Promotion may be used and shared by the Sponsor (i) for the administration and fulfillment of the Promotion, (ii) to contact you (including by auto dialed and other phone calls and text messages, e-mail messages, and/or postal mail) for any purpose in accordance with this Promotion; and/or (iii) as otherwise disclosed at the point of collection or with the participant’s consent. [If you are conducting an anonymous survey, include information here about how you will do so without linking participants to their data. Examples include using a survey platform that you can program to pull participant emails from the compensation response field and provide them to you in a separate data form from the survey responses, including a link at the end of the study survey to an independent survey where participants will enter their email addresses for compensation, or including instructions at the end of the survey for participants to email you if they wish to be compensated. E.g., “Your contact information will be pulled and separated from your survey responses using software designed to maintain your anonymity”].

**WINNER’S LIST.**

[Certain states require sweepstakes operators to disclose winners’ lists.  If a winners list is required by state law, consider whether holding a sweepstakes is appropriate or if it will violate your participants’ privacy.] A list of winner(s) will be provided upon request received no later than thirty (30) days after the Drawing Date. To request a list of winner(s), email {Sponsor’s Email address}.

**NO WAIVER/SEVERABILITY/RIGHT TO MODIFY OR DISCONTINUE PROMOTION.**

The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Sponsor reserves the right to modify or discontinue the Promotion at any time.