

## **Official Rules for Assessment Day Focus Groups**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

SPONSOR. Liberty University 1971 University Blvd, Lynchburg, Virginia, 24502 ("Sponsor") is the Sponsor and operator of the Assessment Day Focus Groups (the "Promotion") and is solely responsible for its administration and fulfillment. You agree to look solely to the Sponsor for any claim relating to the Promotion. All inquiries regarding the Promotion should be directed to the Sponsor at [AssessmentDay@liberty.edu](mailto:AssessmentDay@liberty.edu).

### **ELIGIBILITY REQUIREMENTS.**

The Promotion is open only to Liberty University students who have received an invitation from Sponsor to participate at this Promotion.

Officers, directors, contractors, representatives, agents, and employees of Sponsor, Liberty University, and their corporate parents, subsidiaries, affiliates, advertising and promotion agencies, and any other entity involved in the development or administration of this Promotion (Sponsor, collectively with the foregoing, the "Promotion Parties") are not eligible to enter or win the Promotion. All applicable federal, state, and local laws and regulations apply. The Promotion is void where prohibited, taxed or restricted by law.

By participating in the Promotion, participant fully and unconditionally agree to be bound by these official rules ("Official Rules") and by the decisions of Sponsor in all matters relating to the Promotion.

### **HOW TO ENTER.**

NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF OF PURCHASE IS NECESSARY TO PARTICIPATE.

Liberty University students who have received an invitation from Sponsor to participate in this Promotion may participate by agreeing to these Official Rules as binding, attending the focus group as designated by Sponsor, and being physically present at the drawing of the prize. Sponsor reserves the right, in its sole discretion, to determine whether each 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.

Each participant has one (1) entry and opportunity to win a prize. 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 his or her disqualification from the Promotion.

Compliance with the entry requirements and all other aspect of these Official Rules will be determined by Sponsor in 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 winning the Promotion depend on the number of eligible entries received.

#### WINNER SELECTION AND NOTIFICATION.

On or about March 31, 2020, one (1) potential winner will be randomly selected from among all eligible participants present at the drawing.

The potential winner is subject to verification of eligibility, including verification of age and residency, at the discretion of Sponsor.

If the potential winner (i) is determined to be ineligible or otherwise disqualified by Sponsor or (ii) fails to respond to Sponsor's first winner notification, Sponsor reserves the right to disqualify that potential winner and select a substitute potential winner based upon a random drawing from among all other eligible participants. 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.

One Winner will be randomly drawn at each focus group to receive 1 Walmart gift card valued at \$100. The total value of all prizes offered in the Promotion is approximately \$100.

The prize is non-transferable and no prize substitution is permitted, except at the sole discretion of the Sponsor. 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.

The winner should consult with a professional tax advisor about whether he or she may owe taxes on the prize. 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.

#### Right to use WINNER'S name, likeness, AND BIOGRAPHICAL INFORMATION.

Except where prohibited by law, by entering the Promotion and accepting the prize, the winner grants to Sponsor, Liberty University, their respective affiliates, successors and assigns, and others that Sponsor may designate from time to time, the unconditional right, license and permission to use the winner's name, likeness, and biographical information worldwide, in any media now known or hereafter devised, in perpetuity, on a royalty-free basis, without further compensation or right of approval, in order to publicize the Promotion and for any other promotional, advertising, publicity or trade purpose.

#### Limitations of Liability of Promotion parties.

The Promotion Parties assume no liability and are not responsible for, and by entering the Promotion you hereby waive and release the Promotion Parties 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). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award only a single scholarship prize in a random drawing from among all verified and legitimate prize claims received. In no event will more than the stated number of prizes (i.e., one scholarship prize) be awarded.

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, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor may prohibit an entrant from participating in the Promotion or winning the prize if, in its sole discretion, it determines that said entrant 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 entrants or any Promotion Parties.

#### 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 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, Sponsor reserves the right to select a potential winner from all eligible, non-suspect entries received prior to 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 VIRGINIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.

Privacy/use of ENTRY data by sponsor and Liberty University.

Any personally identifiable information collected during a participant's participation in the Promotion may be used and shared by Sponsor (i) for the administration and fulfillment of the Promotion, (ii) as described in these Official Rules, (iii) in accordance with Sponsor's privacy policy available at

<https://www.liberty.edu/administration/institutionaleffectiveness/index.cfm?PID=30130#/policy/347> and/or (iv) as otherwise disclosed at the point of collection or with the participant's consent. In addition, you agree that Sponsor may share your entry information with Liberty University and that Liberty University and its representatives may use your entry information (i) to contact you (including by autodialed and other phone calls and text messages, e-mail messages, and/or postal mail), (ii) for any purpose in accordance with Liberty's Privacy Policy available at <https://www.liberty.edu/administration/institutionaleffectiveness/index.cfm?PID=30130#/policy/347> and/or (iii) as otherwise disclosed to you at the point of collection or with your consent.

Winner's List.

Winner(s) will be announced at the time of the drawing.

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

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 held to be 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.