

## **Official Rules for the National Survey of Student Engagement (“NSSE”) Survey Promotion**

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

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST 18 YEARS OLD AND, WHO ARE CURRENT STUDENTS OF LIBERTY UNIVERSITY, AND WHO HAVE RECEIVED AN INVITATION TO PARTICIPATE IN THE PROMOTION. IF UNDER THE AGE OF EIGHTEEN (18), ENTRANT WILL NEED A PARENT OR LEGAL GUARDIAN'S CONSENT TO PARTICIPATE.

VOID IN FLORIDA, PUERTO RICO, AND ALL JURISDICTIONS OTHER THAN THOSE STATED ABOVE AND WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW.

SPONSOR. Liberty University 1971 University Blvd, Lynchburg, Virginia, 24502 (“Sponsor”) is the Sponsor and operator of the NSSE Survey Promotion (the “Promotion”) and is solely responsible for its administration and fulfillment. Sponsor is not responsible for the NSSE survey itself, only the Promotion. 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 [IE@liberty.edu](mailto:IE@liberty.edu).

### **ELIGIBILITY REQUIREMENTS.**

The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry, who are current students at Liberty University, and who have received an invitation to participate in the Promotion. If under the age of eighteen (18), entrant will need a parent or legal guardian's consent to participate.

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 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 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, entrant 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.

### **ENTRY PERIOD.**

The Entry Period for the Promotion begins at 12:00:00 am ET on March 1, 2022 and ends at 11:59:59 pm ET on April 8, 2022.

Sponsor's computer is the official time keeping device for the Promotion. All entries must be received by the end of the Entry Period to be eligible for the prize.

#### HOW TO ENTER.

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

You may use one of two (2) methods to enter the Promotion. You can enter for free automatically during the Entry Period (March 1, 2022 to April 8, 2022) through the link provided by Sponsor when you complete the NSSE survey. Alternatively, you can enter for free by submitting a postal mail entry in accordance with the instructions below.

Whichever entry method you choose, you must be the authorized account holder of the email address to whom the invitation is sent. The "authorized account holder" is the natural person to whom the email account is assigned to by the service provider. In the event of a discrepancy between the identity of the authorized account holder, the "winner," and the entrant, 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.

A maximum of one (1) entry per person may be submitted for the entire Entry Period. Any attempt by an entrant 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.

#### Method 1: Online Entry through Completion of NSSE Survey

During the Entry Period, you can enter the Promotion by completing the NSSE survey found at the link provided by sponsor in the invitation email.

#### Method 2: Mail-In Entry

To participate in the Promotion without being entered automatically by completing the NSSE survey, 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 "NSSE Survey Promotion" on a 3 ½" x 5" card and mail it, with proper postage affixed, to Liberty University, ATTN: Institutional Effectiveness | NSSE Survey Promotion, 1971 University Boulevard, Lynchburg, Virginia 24502. All mail-in entries must be postmarked by April 8, 2022.

Limit of one (1) mail-in entry card per outer stamped envelope. The Promotion Parties assume 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 permitted. All entries become the property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.

#### ODDS OF WINNING.

The odds of winning the Promotion depend on the number of eligible entries received.

#### WINNER SELECTION AND NOTIFICATION.

On or about April 11, 2022, 50 potential winners will be randomly selected from among all eligible entries received. Sponsor will notify the potential winners on or about April 12, 2022 via the email account used to participate.

The winners will be publicly announced on or about April 12, 2022. ("Public Announcement Date")

The potential winners are subject to verification of eligibility, including verification of age and residency.

If any potential winner (i) is determined to be ineligible or otherwise disqualified by Sponsor or (ii) fails to respond to 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 substitute potential 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.

Winners will be randomly drawn to receive only one of the following 50 items:  
50 Walmart gift cards, valued at \$100.00 each

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

Except where prohibited, any 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 in order to be declared the final winner and claim the prize. If the potential winner fails to sign and return the foregoing documents within the required time period, the prize will be forfeited and

a substitute winner may be selected based upon a random drawing from among all other eligible Promotion entries received during the Entry Period.

Winners will be issued an IRS Form 1099 in the amount of the value of the prize stated in these Official Rules. 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 the number of prizes stated in these Official Rules in a random drawing from among all verified and legitimate prize claims received. In no event will more than the number of prizes stated in these Official Rules 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 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, 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, by submitting an online entry, 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) to explore your interest in Liberty University, (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.

For the name of the winner, send an email to Elicia Charlesworth at [IE@liberty.edu](mailto:IE@liberty.edu). Requests must be received no later than sixty (60) days after the Public Announcement Date.

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.