

## CIAA TOURNAMENT MOBILE APP SWEEPSTAKES OFFICIAL RULES

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN.** A purchase will not increase your chances of winning. Limit one (1) entry per person per email address for the duration of the Sweepstakes. All entries must be received before 11:59 PM Eastern Standard Time ("EST") on November 26, 2017.
- 2. ELIGIBILITY:** The CIAA Mobile App Sweepstakes ("Sweepstakes") is open to legal residents of the fifty (50) United States are 18 years of age or older at time of entry. Employees of the CENTRAL INTERCOLLEGE ATHLETIC ASSOCIATION (the "CIAA"), and its Member Teams, and each of their respective parent companies, subsidiaries, affiliates, directors, officers, governors, sponsors and their staff and agents (collectively, "Released Parties"), and immediate family members (parent, spouse, child or sibling, or any of their respective spouses, regardless of where they reside) or those living in their same households, whether or not related, are not eligible to enter or win a prize.
- 3. ENTRY DATES:** The Sweepstakes begins on November 11, 2017 at 8:00 AM EST and will end on November 26, 2017 at 11:59 PM EST (the "Promotion Period").
- 4. HOW TO ENTER:** To enter the Sweepstakes, fans must download the CIAA Mobile App and complete and submit the Official Entry Form to receive one (1) entry. There is a limit of (1) entry per mobile device per download for the duration of the Promotion Period. Additional entries received beyond the specified limit from any person and/or email address will be void. No automated, photocopied, computer generated facsimiles, mechanically reproduced, or mass entries or any other entries made by any means which subvert the entry process are permitted and all such entries will be void. Your entry constitutes your consent to participate in this Sweepstakes and your consent for the Released Parties to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes.

Released Parties are not responsible for lost, incomplete, garbled, damaged, late, misdirected, delayed, inaccurate or stolen entries; transmissions, failures or malfunctions of phones, phone lines or telephone systems; any error, omission, interruption, defect or delay in any transmission, processing, or communication; interrupted or unavailable network, cable, satellite, Internet Service Provider (ISP), wireless, server or other connections including those through and/or by [www.ciaatournament.org](http://www.ciaatournament.org); miscommunications, failed computer hardware or software or technical failures; lost, non-delivery; misdirected, blocked, or delayed email notifications; typographical or printing errors in these Official Rules, in any Sweepstakes-related advertisements or other materials; human-processing error; or inaccurate entry information, whether caused by equipment, programming used in this Sweepstakes, or for any other errors or problems of any kind, whether technical, electronic, computer, mechanical, network, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries or the announcement of the prize. Released Parties reserve the right, in their sole discretion, to void any and all entries of an entrant who they believe has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes. In the event of a dispute as to the identity of any entrant, entrant will be deemed as the person named on the Official Entry form provided he/she is eligible according to these Official Rules.

- 5. WINNER SELECTION:** One (1) winner will be selected in a random drawing on/about December 1, 2017 from among all eligible entries received. Drawing will be conducted by a CIAA representative whose decisions will be final and binding in all matters relating to this Sweepstakes. Potential winner will be notified by telephone and/or email. The decisions of Released Parties will be final and binding on all matters relating to this Sweepstakes. Odds of winning will depend on the total number of eligible entries received. The potential winner will be required to provide their complete mailing

address within seven (7) calendar days of date of confirmed issuance of notification. Non-compliance with the foregoing or with these Official Rules in any way, the inability to contact the potential winner (as specified above), or return of prize or prize notification as non-deliverable may result in disqualification and, at the discretion of the Released Parties, the awarding of the prize to an alternate potential winner in a random drawing from among all remaining entries.

5a. **WINNER NOTIFICATION:** Potential winners will be notified within 5 calendar days after the Contest period. Potential winner will be notified by e-mail or phone and required to respond to such email notification within 2 business days from the date of such e-mail or phone notification. Additionally, potential winner may also be required to execute and return an Affidavit of Eligibility, Release of Liability and, unless prohibited by law, a Publicity Release within two (2) business days of date of issuance. Released Parties (as defined below) are not liable for: (i) failed, returned or misdirected notification; or (ii) entries and responses to email, winner notifications or other correspondence which are lost, late, incorrectly completed, incomplete, illegible, unintelligible, garbled, inaccurate, misdirected, damaged, delayed or otherwise not received by the intended recipient in whole or in part or for any human, computer, or technical error of any kind. If potential winner cannot be contacted within 2 business days of first notification attempt, if any winner notification is returned as undeliverable, if winner is rejected in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited. Upon prize forfeiture, no compensation will be given either.

## 6. GRAND PRIZE DETAILS:

- A) Two (2) CIAA Basketball Tournament Ticket Cards
- B) 3-night lodging in an uptown hotel (3/1/18 thru 3/4/18)
- C) Two (2) Travel Vouchers
- D) Two (2) All-Access Pass to all CIAA sanctioned events
- E) 1 (one) CIAA Tournament Gift Bag

***Approximate retail value of Grand Prize: \$1,620***

7. **PRIZES & APPROXIMATE RETAIL VALUES (ARVs):** No substitutes or exchanges (including for cash) of any prize will be permitted, except that the Central Intercollegiate Athletic Association (CIAA) reserves the right to substitute a prize of equal or greater value for any prize. Prize is awarded "AS IS" and "WITHOUT WARRANTY OF ANY KIND," express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All costs and expenses associated with the acceptance and use of the prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes are winner's sole responsibility.

8. **CONDITIONS OF PARTICIPATION:** By entering the Sweepstakes, entrant releases the Released Parties, their designees and assigns from any liability whatsoever and waives any and all causes of action related to any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Sweepstakes or the delivery, misdelivery, acceptance, possession, use of or inability to use any prize including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity, privacy or defamation, whether intentional or unintentional, whether under a theory of contract, tort (including negligence), warranty or other theory.

As a condition of participating, entrant agrees that: (i) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, (ii) all causes of action arising out of or connected with this Contest, or any compensation or credit to be provided, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and award shall be limited to actual out of pocket costs incurred, if any, and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. This Contest shall be governed by North Carolina substantive and procedural law, without giving effect to any choice of law or conflicts of laws rules or provisions (whether of the State of North Carolina) or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of North Carolina. By participating in this Contest, entrants irrevocably consent that North Carolina courts shall have personal jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall only be in the federal or state courts of North Carolina. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**8a. TRAVEL & ACCOMODATIONS:** Winner(s) will be eligible to receive a travel voucher valued at up to \$150. Combined total value of grand prize voucher(s) not to exceed \$300. The CIAA reserves the right to determine value of voucher based on mileage and/or means of travel for the winner. The winner will receive 3-night lodging in an uptown hotel of the CIAA's choosing. CIAA is only responsible for providing the winner with the specific prize they have been selected to win from entering the contest. Prize is outline in the Grand Prize Details section of the Official Rules. All meals, incidentals, room service, parking, and additional fees incurred are at the sole responsibility of the winner.

**9. ACCEPTANCE OF PRIZE:** Acceptance of prize constitutes permission for the CIAA and its designees to use winner's name, city and state of residence and/or likeness for purposes of advertising and trade in any and all media now or hereafter known throughout the world in perpetuity in connection with the Contest, without further compensation, notification or permission, unless prohibited by law. By participating, entrants agree to: (i) be bound by these Official Rules and the decisions of the CIAA and judges, which are final and binding in all matters; and (ii) release, discharge and hold harmless CIAA, CRVA Tournament planning companies and organizations, Facebook and each of their respective parents, subsidiaries, affiliates, retailers and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (collectively, the "Released Parties") from any and all claims and liability whatsoever for any copyrights and trademarks from the logo design and injuries, losses or damages of any kind resulting from entering the Contest and from the acceptance, possession or use of prize (including any travel or activity related thereto) or participation in the Contest. In the event of a dispute as to identity of an entrant, entries will be deemed made by the authorized account holder of the email address from which the entry was submitted and such person will be responsible for complying with all requirements set forth herein. "Authorized account holder" is defined as the natural person who created the applicable email account and whose real name is associated with the account. Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, entries or e-mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website (including the Site), or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions,

failures or difficulties, or other errors or malfunctions of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for: (1) injury or damage to entrants' or to any other person's computer or other electronic and/or mobile device, (2) for communications or messages listed on or sent through the Site or the Site's platform, or (3) changes to Site user data or profiles, related to or resulting from participating in this Contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Contest or Site or who are in violation of these Official Rules, as solely determined by CIAA, will be disqualified and their entries void. If, in the judges' opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if technical difficulties, virus, bugs or other causes compromise the integrity of the Contest, the judges reserve the right to modify, suspend or terminate the Contest and, if terminated, at their sole discretion, select the next winner of the Contest to award the prizes using all eligible, non-suspect entries received as of the date of termination.

**10. DATA COLLECTION:** By entering the Sweepstakes, entrant understands that the Released Parties and their designees shall have the right and permission to use (unless prohibited by law) entrant's name, voice, address (city and state of residence), photograph and/or other likeness for advertising, promotional and/or trade and/or any other purpose in any and all media or format now known or hereafter devised throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification to entrants or any third parties.

**11. NAME OF WINNER:** For a list of winner(s), send a stamped, self-addressed, business-size envelope after March 4, 2018 to: The D2 Group, CIAA Mobile App Sweepstakes Winner, 308 Green Street, Durham, NC 27701. All requests must be received by April 1, 2018.

**12. SPONSOR:** Central Intercollegiate Athletic Association, 4725 Piedmont Row Drive, Charlotte, NC 28210.

**By entering the Sweepstakes, entrant agrees to be bound by these Official Rules and by the decisions of the Released Parties, which are final and binding in all respects. The Released Parties reserve the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) should viruses, bugs, unauthorized human intervention or other causes corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes (or any portion thereof) and, in the event of termination, at its discretion, to randomly select a winner from those eligible, non-suspect entries received prior to event requiring such termination. The Released Parties reserve the right, in their sole discretion, to disqualify any person and void all associated entries of any person who they believe has tampered with, or attempted to tamper with or impair, the entry process, or any other component of this Sweepstakes, whose conduct or actions affect or impair the administration, integrity, security, fairness or proper conduct of this Sweepstakes, or who is in violation of these Official Rules.**

**Sweepstakes is void where prohibited or restricted by law, rule or regulation. The Sweepstakes and these Official Rules will be governed, construed and interpreted under North Carolina law.**

***Apple is not associated with this contest in any way***