

Template of Sample Rules and Disclaimer for a Campaign

Brought to you by Chance2Win.org

DISCLAIMER: This is a set of standard potential rules that can assist you in creating your rules, terms and conditions and disclaimers to help you quickly deploy your fundraising campaign. HOWEVER, most states and countries have variations in their laws and regulations regarding Sweepstakes and Giveaways. We assume no responsibility for whether you are in compliance with the law. You understand that it is your responsibility to ensure you are complying with the rules and regulations that are applicable to your situation and location.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: Giveaway (the “Giveaway”) is open only to those who sign up on the online Giveaway page and who are **[age]** as of the date of entry. The Giveaway is only open to legal residents of **[eligible countries]** and is void where prohibited by law. Employees of **[company name]** (the “Sponsor”) their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **[company name]**, as final and binding as it relates to the content. The Giveaway is subject to all applicable federal, state and local laws.

3. Giveaway Period: Entries will be accepted online starting on or about **[start date]** and ending **[end date]**. All online entries must be received by **[end date]** 11:59PM EST.

4. How to Enter: Below are the methods to enter the Giveaway drawing.

Enter via the website: The Giveaway may be entered by making a contribution and submitting an entry using the online form provided on this Chance2Win.org site. The entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of **[company name]**. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your

submission may be removed from eligibility at the sole discretion of **[company name]**.

Free Entry Method: To receive an entry without contributing, mail one self-addressed stamped envelope to: **[company name and address]**. Limit one entry request per outer envelope.

5. Additional Conditions. For any reason you may request a refund of your donation and cancellation of your entry(s) within 15 days prior to ending date of the drawing by contacting **[company name and address]**. Any incomplete or illegible entries will not be processed. The use of robotic, automatic, macro, programmed, photocopied entries, or multiple entries sent in bulk mail, or like methods (including without limitation the use of any promotion/sweepstakes subscription, notification entry or like sites or services that offers sweepstakes entry services "on behalf of" Entrant) is strictly prohibited. Any attempt by any participant to obtain more than the stated number of tickets or entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, postage due, invalid, unintelligible or misdirected entry applications, which will be disqualified and destroyed. In the event of a dispute as to any entry application, the authorized account holder of the email address, if applicable, used to register will be deemed to be the Entrant. Except in the case of gift entries, all entries must be made in the name of the individual and no transfer of ownership of a ticket is permitted. No entries will be accepted from or on behalf of, corporations, trusts, partnerships, or other entities.

6. Prizes: Winners will receive **[list prizes and approximate retail value]**.

Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for **[company name]** to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless

prohibited by law.

7. Odds: The odds of winning depend on the number of eligible entries received in the Giveaway prior to the drawing date.

8. Winner selection and notification: Winners of the Giveaway will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via the contact information provided on the entry form and via email to the email address they entered the Giveaway with within five (5) days following the winner selection. **[company name]** shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by you: By entering this contest you understand that **[company name]**, anyone acting on behalf of **[company name]**, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional

purposes without any further compensation.

10. Terms: **[Company name]** reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, **[company name]** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by **[company name]**. **[Company name]** reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions.

[Company name] has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made, **[company name]** reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Giveaway you agree to receive email newsletters periodically from **[company name]**. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

11. Limitation of Liability: By entering you agree to release and hold harmless **[company name]** and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such

entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

12. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF **[country]** AND **[state/province]**, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in **[state/province]** having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway), and participant further waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the **[company name]** Web Site. To read the Privacy Policy, **[privacy policy URL]** click here.

14. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: **[company name] [address][city][state/province][postal code][country]**. Requests must be received no later than **[date]**.

15. Sponsor: The Sponsor of the Giveaway is **[company name] [address][city][state/province][postal code][country]**.

