

## AMERICAN COLLEGE of EDUCATION

## **OFFICIAL CONTEST RULES, TERMS & CONDITIONS**

Brought to you by American College of Education

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

**1. Eligibility:** Drawing or Contest (the Drawing or "Contest") is open to those whofill out an American College of Education entry form at the web address specified,, and who are 18 years and older as of the date of entry. The Contest is only open to legal residents of the United States and is void where prohibited by law. Employees of American College of Education (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 Contest. The Contest is subject to all applicable federal, state and local laws and regulations.

**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 American College of Education as final and binding as it relates to the content.

**3. Drawing or Contest Period:** Entries will be accepted online starting on the date of announcement or the date specified in the announcement. Entries must be received by 11:59 p.m. Eastern on the date specified with the Contest announcement as the last date of entry.

**4. How to Enter:** To enter the Drawing or Contest, participants must fill out an American College of Education Contest entry form using the specified form provided on American College of Education's website (ace.edu).the entry must fulfill all Contest 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 American Collegeof Education. You may enter only once, and you must provide 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 American College of Education.

**5. Prizes:** Winners will receive a gift that varies by location, compliments of American College of Education. 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 American College of Education to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Winners of the Drawing or Contest will be selected in a random drawing or Contest committee review under the supervision of the Sponsor. American College of Education shall have no liability for a winner's failure to receive

notification due to non-response to notification of their win. If the selected winner does not respond to claim their prize within one week from date of receipt of notification, the prize will be forfeited, and an alternate winner selected. Alternate winner(s) will be given the same one-week period to respond to contact from American College of Education to claim their prize.

The winner's receipt of the prize offered in a Drawing or Contest 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 Contest AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this Drawing or Contest, you understand that American College of Education, anyone acting on behalf of American College of Education 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 Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** American College of Education reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Drawing or Contest should (in its sole discretion)a disruption, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, American College of Education may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by American College of Education. American College of Education 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 Contest or violates these Terms & Conditions.

American College of Education has the right, in its sole discretion, to maintain the integrity of the Contest, to void multiple entries from the same person.

Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, American College of Education reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Contest via the inquiry form, you agree to receive periodic email notifications or text at the email address(es) provided from American College of Education. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the email.

**10. Limitation of Liability:** By entering you agree to release and hold harmless American College of Education 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 Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) unauthorized human intervention in any part of the entry process or the Promotion; (iii) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**11. Disputes:** THIS DRAWING OR CONTEST IS GOVERNED BY THE LAWS OF UnitedStates AND Indiana WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Drawing or Contest, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising outof or connected with this event, shall be resolved individually, without resort to any formof class action, exclusively before a court located in Indiana 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-ofpocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy**: Information submitted with an entry is subject to the Privacy Policy stated on the American College of Education website. <u>https://www.ace.edu/resources/college-policies/privacy-policy</u>

**13. Winners List:** To obtain a copy of the winner's name or a copy of these Official Rules, please email or call American College of Education at info@ace.edu or 317-829-9400 to make your request.

**14. Sponsor**: The Sponsor of the Contest is American College of Education, 101 W. Ohio St. Suite 1200, Indianapolis, IN, 46204, United States.