# CAMPUS BOOKSTORE GIFT CARD GIVEAWAY OFFICIAL RULES

- NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. The Campus Bookstore Gift Card Giveaway (the "Promotion") is sponsored by Florida A&M University Foundation, Inc (the "Foundation"). Promotion is offered only to current students of the Florida A&M University ("FAMU"). Void where prohibited.
- Promotion starts on April 14, 2025 at 12:00 PM (noon) Eastern Standard Time ("<u>EST</u>"). Final entry deadline is 11:59 PM EST on April 25, 2025. Drawing to determine potential winners will be held on May 30, 2025. The Foundation's computer is the official time-keeping device for this Promotion.
- Promotion is subject to all federal, state and/or local laws. The Foundation shall be entitled to interpret these official rules ("Official Rules") as needed including but not limited to rules regarding eligibility, entries, deadlines, winner selection and prize restrictions. By participating, you agree to these Official Rules and to the decisions of the Foundation, which are final and binding in all respects. For a copy of these Official Rules, visit famu.edu/giveaway.

#### **ELIGIBILITY**

- You must be eighteen (18) years old or older, a currently enrolled student of FAMU, and you must be the intended recipient of an invitation to complete the 2025 Intellectual Freedom and Viewpoint Diversity Survey ("Survey").
- Employees, associates, officers, directors, volunteers and agents of the Foundation, or any other entity directly involved in the development, administration or execution of the Promotion, and the members of their immediate families (defined as spouse, parents, siblings and children) and households (whether or not related), are not eligible to enter or win. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not.

### PRIZES, ODDS & RESTRICTIONS

- Prizes (5): \$500 gift certificate redeemable at the FAMU Campus Bookstore. Approximate Retail Value ("ARV"): \$500. The odds of winning depend on the number of entries received.
- All prize details shall be at the Foundation's sole discretion. Gift card prizes are subject to any terms thereon or imposed by issuer. Visit <a href="https://famu.bncollege.com/">https://famu.bncollege.com/</a> for information about FAMU Campus Bookstore gift cards.
- Each winner assumes sole responsibility for all expenses and incidental costs associated with the prizes not expressly included in the prize description above, including without limitation, all federal, state and/or local taxes, including sales, use and income taxes (if any), surcharges, fees and/or other items.
- Each prize offered is provided "as is" with no warranty or guarantee either express or implied by Released Parties (below). Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize. Other restrictions apply.

#### TO ENTER

Entries will be accepted starting on April 14, 2025 at 12:00 PM (noon) EST and ending on April 25, 2025 at 11:59 PM EST (the "**Promotion Period**"). There are three (3) ways to enter:

**Email**: To enter, click the link provided in the email message and follow the instructions to complete the <a href="SurveyEmail Address">SurveyEmail Address</a>;

<u>Text Message</u>: To enter, click the link provided in the text message and follow the instructions to complete the Survey; or

**Email (No Survey)**: To enter without completing the Survey, send an email to <a href="mailto:communications@famu.edu">communications@famu.edu</a> with "Campus Bookstore Gift Card Giveaway Entry Request" in the body during the Promotion Period.

These are the only methods of entry. Entries will not be accepted via any other method.

Final entry deadline is April 25, 2025 at 11:59 PM EST. Proof of sending is not proof of receipt by the Foundation. The Foundation will not accept screen shots as proof of entry.

IMPORTANT: MESSAGE AND/OR DATA RATES MAY APPLY TO THE USE OF MOBILE PHONES/DEVICES TO PARTICIPATE IN THE PROMOTION. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS. EACH WIRELESS CARRIER'S DATA RATE PLAN MAY VARY, AND YOU SHOULD CONTACT YOUR WIRELESS CARRIER FOR INFORMATION ON DATA RATE PLANS AND CHARGES RELATING TO YOUR PARTICIPATION IN THIS PROMOTION.

Regardless of method, limit one (1) entry per person. Any entries received from any person over the stated limit will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses or mobile devices, or the submission of false contact information under multiple or different email addresses, mobile devices, identities, registrations, accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, multiple or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in the Foundation's sole discretion.

Each entry must include a valid daytime phone number or email address for the entrant and each entrant remains solely responsible for notifying the Foundation of changes in his/her contact information. Released Parties are not responsible for voice or electronic communications that are undeliverable because of any form of call blocking, inability to leave a voice message, passive or, as to email, active filtering of any kind. In the event of a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the "Authorized Account Holder" of the email address used for the entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email addresses for the corresponding domain. In the event of a dispute as to the identity of any entrant, the potential winner agrees to furnish requested documentation confirming his/her status as the Authorized Account Holder. If such a dispute cannot be resolved to the Foundation's satisfaction, the affected entry will be deemed ineligible.

Entrants who fail to provide any <u>required Information</u> may be disqualified without further notification by the Foundation. Entrants agree that Released Parties are not responsible for entries that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. The Foundation reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these <u>Official Rules</u>.

The information that you provide in connection with the Promotion may be used by the Foundation in accordance with its Privacy Policy, which is found at <a href="https://my.famu.edu/page.aspx?pid=294">https://my.famu.edu/page.aspx?pid=294</a> and which may be updated from time to time.

## WINNER SELECTION, NOTIFICATION & VERIFICATION

On May 30, 2025, or within a reasonable time thereafter, the Foundation or its designee will conduct a random drawing (the "<u>Drawing</u>") to select five (5) names from all timely entries received. Subject to verification of eligibility, the persons whose names are so drawn will be declared the winners.

The Foundation reserves the right to award fewer than the stated number of prizes if it does not receive an adequate number of properly submitted and eligible entries. The Foundation will contact each potential winner using the information on file or provided at the time of entry. Each potential winner must respond to such notification within forty-eight (48) hours and provide his/her full name and complete mailing address (street addresses only; no P.O. Boxes will be accepted). Each potential winner may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents to the Foundation within five (5) days after initial notification and as a condition of receiving any prize. The Foundation in its sole discretion may allow for transmission of verification paperwork via fax or email.

If any potential winner (a) cannot be contacted directly by, or does not respond to, the Foundation or its designee within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, the Foundation in its discretion may disqualify that individual and an alternate winner will be by random drawing as soon as reasonably practicable after such disqualification.

Confirmed winners will receive instructions from the Foundation or its designee on how to claim or receive prizes. Upon fulfilling any prize, the Foundation will be deemed to have awarded the prize to such winner and such winner assumes full responsibility for the prize.

#### LIMITATION OF LIABILITY

By participating in the Promotion or accepting a prize, you agree that the <a href="Foundation">Foundation</a>, <a href="FAMU">FAMU</a>, the Florida Board of Governors, the State of Florida, the FAMU Board of Trustees, any other company involved in the development or administration of this Promotion, their respective parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, prize suppliers, franchisees, and all of their respective officers, directors, agents, employees and related persons (collectively, the <a href="Released Parties">Released Parties</a>") (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected,

corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or entries that for any reason are not properly submitted or received by the Foundation by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the selection or announcement of the winners or prizes, or otherwise in any Promotionrelated materials: (c) are not responsible for any injury or damage to any computer. tablet, smartphone, modem or other device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of the winners, the prizes or otherwise in any Promotion-related materials; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

- RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION. AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE WEBSITES OR MOBILE PLATFORMS, OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.
- BY ENTERING THE PROMOTION, ACCEPTING A PRIZE AND/OR OTHERWISE PARTICIPATING IN THE PROMOTION, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL

CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **MISCELLANEOUS**

The <u>Foundation</u> reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, if the Foundation determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond the Foundation's control. In such an event, the Foundation will post notice of same at <a href="https://my.famu.edu/foundation">https://my.famu.edu/foundation</a> and select the winners at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as the Foundation, in its sole discretion, deems fair and appropriate under the circumstances.

The Foundation reserves the right to disqualify any individual from further participation in the Promotion if the Foundation concludes, in its sole discretion, that such person (a) has attempted to tamper with any entry or selection process or other any operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards the Foundation or any other entrant or participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including by using any prohibited device or method. Any failure by the Foundation to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND THE FOUNDATION RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.

All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If the Foundation determines, in its sole discretion, that verification or auditing activity evidences non-compliance of any entry and/or entrant with the Official Rules, the Foundation reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time.

- The Foundation reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Foundation reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.
- In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion or of the Foundation. Any questions or complaints about this Promotion must be directed to the Foundation and not to such third parties.

#### **DISPUTES**

- All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or Released Parties in connection with the Promotion, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
- By entering, accepting a prize and/or otherwise participating in the Promotion, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules and not subject to mandatory arbitration shall be brought only in the federal or state courts located in Leon County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

## WINNERS' LIST/OFFICIAL RULES

For a copy of the Official Rules or the final Winners' List, visit famu.edu/giveaway or mail an SASE to: Campus Bookstore Gift Card Giveaway c/o the Foundation, 625 E. Tennessee Street, Suite 100, Tallahassee, FL 32308-4933, specifying either "Winners' List" or "Official Rules." Winners' List will be available after June 30, 2025.

Sponsor: Florida A&M University Foundation, Inc.