

## Contest Rules

### Steps for Submission

1. Visit [dsafnebraska.org/ISW](http://dsafnebraska.org/ISW) to complete the nomination form.
2. Upload supporting materials and documentation.
3. Tune in to the [DSAF Facebook Page](#) during Inclusive Schools Week (December 2-6) to join in the excitement!
4. Winners will be announced on December 6.

**NO DONATION NECESSARY TO ENTER OR WIN. A DONATION WILL NOT INCREASE YOUR CHANCE OF BEING SELECTED AS A WINNER.**

### 1. PROMOTION

a. Unless otherwise specified by DSAF, these rules govern the Inclusive Schools Week contest and promotion conducted by DSAF (the “Promoter”). These rules may be amended, modified, or superseded by separate, specific rules for specific contests or promotions conducted by the Promoter. The contest will take place during the dates and times specified in the contest or as announced. The Promoter may change the dates and/or terms of the contest without prior notice. Any material changes will be posted to the DSAF website at [www.dsafnebraska.org](http://www.dsafnebraska.org).

### 2. ELIGIBILITY RESTRICTIONS

a. Unless otherwise specified, the contest is open to all legal residents of the United States and the District of Columbia who are 18 years of age or older at the time of entry and who live in Nebraska. Each contest winning is subject to all applicable federal, state, and local laws and regulations. Void outside the United States and where prohibited.

b. Only one winner per household is permitted in any contest.

c. Entrants are required to provide truthful information and Promoter will reject and delete any entry that it discovers to be false or fraudulent. Promoter will disqualify any entry from individuals who do not meet the eligibility requirements and Promoter will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children’s Online Privacy Protection Act and as otherwise required by law.

### 3. ENTRY

a. All entrants must follow the “call to action” entry instructions and submit any requested information. Multiple entrants are not permitted to share the same email. Proof of submission of an entry shall not be deemed proof of receipt by Promoter. The contest administrator’s computer is the official time keeping device for the Promotion.

b. For nominations entered online, entrants shall receive a proof of submission and as a direct result of the entry releases their personal information to DSAF and agree to sign a consent and release of information to DSAF.

### 4. PRIZES

a. Promotion prizes and their values will be indicated when the Promoter announces the Promotion. Unless otherwise announced, all prizes or prize certificates must be picked up at the time and place designated by the executive committee of DSAF during the time agreed upon by the parties.) Contest winner(s) will be required to present valid government-issued photo identification and provide their complete address, date of birth and phone number to claim a prize. Unless otherwise permitted by the Promoter, winner(s) must claim his or her prize in person, and a prize cannot be claimed by third parties on behalf of the winner. If a Promotion is open to entrants under the age of 18 and a winner is under the age of 18, a parent or legal guardian must claim the prize. Failure to comply with these requirements will result in the forfeiture of the prize. A winner will forfeit any prize or prize certificate not claimed within thirty (30) days (or sooner for time sensitive prizes) of winning. Unless otherwise specified or required by law, if a prize is not claimed no alternate winner will be selected and the prize will become the property of the Promoter. The Promoter, solely at its discretion and only with the consent of the winner, may opt to deliver the prize to the winner by mail or overnight courier. In such event, the winner assumes the risk of the prize's loss and the Promoter will not be responsible for the safe arrival of the prize or prize certificate. All prizes are awarded as-is. There is no substitution, transfer or cash equivalent for prizes, except that the Promoter may, at its sole discretion, substitute prizes of comparable value or cash. Each prize is expressly limited to the item(s) announced by DSAF and does not include taxes, gratuities or any other expenses. Other restrictions may apply.

b. Promoter is not responsible for winners' limitations that prevent acceptance, use, or nonuse of prize. Entrants acknowledge that the Released Parties, as defined herein, have not made, nor are in any manner responsible or liable for, any warranties, representations or guarantees, and hereby disclaim any and all warranties expressed or implied, in fact or in law, whether now or hereafter enacted concerning any prize, including without limitation, implied warranties of quality, merchantability, mechanical condition, or fitness for a particular purpose, except for any express manufacturer's warranty as may be included with the prize or as may be separately provided to participants by law. Other restrictions may apply.

c. Potential winner(s) will be selected and notified of their prize in the manner announced by the Promoter (DSAF).

## **5. CONDITIONS**

a. Decisions of the Promoter's executive committee with respect to the contest are final.

b. Participating in the DSAF contest and acceptance of any prize constitutes each entrant's and winner's (and guest's where applicable) permission for DSAF or its agents to photograph, film, record that entrant, winner, or guest and to use his or her name, city, state, voice, or likeness, and any statements made by him or her regarding the contest for purposes of trade, publicity or promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.

c. Prior to awarding any prize or prize certificate; and depending on the nature of the prize and eligibility requirements of the contest, DSAF, in its sole discretion will require verification of contest winner's identification by a showing of valid government-issued photo identification. By entering, participating and/or accepting a prize in the contest, each entrant, winner, and guest if applicable,

agrees not to sue and to release, discharge, indemnify, hold harmless, and absolve DSAF, the Promoter, its affiliated entities and the officers, shareholders, directors, employees, agents, and representatives and the successors and assigns of each of them (the "Released Parties") from and against any and all claims, demands, actions, suits, losses, expenses, costs, damages, and liabilities including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses arising directly or indirectly from the prize or participation in the contest, including, but not limited to, personal injury, death, or damage to or loss of property, which may occur in connection with, preparation for, travel to, or participation in the contest, or possession, acceptance and/or use or misuse of prize or participation in any contest related activity, including but not limited to any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery. Promoter may require eligible winners and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winners, guests or travel companions are under the age of majority in their state of residence), to sign a liability release confirming such consent. Except where prohibited, by entering this contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this contest or any Prize (s) shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Nebraska; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"). Further, by entering the contest, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

d. Promoter, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from a the contest if he or she tampers with the entry process, the operation of the contest, or is otherwise in violation of the terms or direction of Promoter. Promoter further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this contest, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Promoter's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by Promoter in is sole discretion. Any attempt by an entrant or any person to deliberately damage any Promoter web channel or to undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such an attempt be made, Promoter reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of Promoter, any competition or prize-related event or travel is delayed, rescheduled, postponed or canceled, Promoter reserves the right, but not the obligation, to modify, suspend, or cancel the contest and shall not be required to award a substitute prize.

e. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of a Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals; or any other difficulties that may prevent an individual from entering or participating, or (iii) lost, stolen, mangled, misdelivered, misdirected, postage due, illegible,

incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a promotion prize that cannot be awarded due to acts of God, acts of war, natural disaster, weather, acts of terrorism or other factors beyond DSAF's control.

f. Except where prohibited, by entering the contest, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with that Promotion or any Prize (s) shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"). Further, by entering a contest, each entrant waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

g. A list of winners will can be located on the website at [www.dsafnebraska.org](http://www.dsafnebraska.org) following the contest.

## **6. TERMS OF USE AGREEMENT & PRIVACY POLICY**

a. By entering a contest, you and the person you are nominating agree to use of your personal information.

b. Entrants are required to provide truthful information and Promoter will reject and delete any entry that it discovers to be false or fraudulent. Promoter will disqualify any entry from individuals who do not meet the eligibility requirements and Promoter will also delete any entry knowingly received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act and as otherwise required by law.