

### Greater Twin Cities United Way “Flavors of the Community Volunteer Project Incentive 2021 Drawing”

#### Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS DRAWING. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY.** The “Flavors of the Community Volunteer Project Incentive 2021 Drawing” (the “Drawing”) is only open to entrants who, as of the date of entry, are permanent legal residents of the State of Minnesota who are at least eighteen (18) years old. The Drawing is void outside the State of Minnesota, and where prohibited or restricted by law. Employees, officers and directors of Greater Twin Cities United Way (“Sponsor”), and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, grandchildren, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter. The Drawing, and any website pages and advertisements relating thereto, are intended for viewing only within the eligible Drawing territory, and entrants must be present in the eligible Drawing territory at the time they enter.

**2. TIMING.** The Drawing will occur on April 16, 2021. Sponsor’s computer is the official timekeeping device for the Drawing.

**3. HOW TO ENTER.** There is one (1) way to enter the Drawing as described below. Making a donation to Sponsor is not required.

**a. ENTER BY SIGNING UP TO VOLUNTEER AT HOME:** By following the instructions below, eligible entrants may receive one (1) entry in the Drawing.

**b. FOR ALL ENTRIES: LIMIT:** No more than one (1) entry per person in the Drawing. Signing up to volunteer at home must be done on the Thrive website [<http://www.uwthrive.org/v2/page/Volunteer>] by 12:00 am, Central time April 10, 2021, except as otherwise provided above. Each person must check an opt-in box on the Thrive website to be entered into the Drawing. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Entrant will cooperate with Sponsor and its representatives in connection with any and all verification activities. Attempts to obtain more than the permitted number of entries is prohibited and will result in disqualification. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. See Section 12 below (“Data Collection”) regarding data collected in connection with an entrant's entry.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Drawing, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winners, and the awarding of the prizes), which are final and binding in all respects.

**5. DRAWINGS; ODDS; NOTIFICATION.** On or about April 16, 2021, Sponsor will randomly select three (3) potential winners from the applicable Entry Pool. Odds of winning a prize depend on the number of eligible entries in the Entry Pool. A selected entrant must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. A potential winner will be notified by phone, mail, courier, and/or email using the contact information provided by an entrant in the registration/entry information submitted by entrant. If the potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact the

potential winner, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate winner for the subject prize will be selected by Sponsor in such entrant's place at random from among all eligible non-winning entries for the applicable Entry Pool for such prize. In such event, an alternate potential prize winner will be notified as described above. Sponsor is not responsible for the failure of a potential winner to receive any of Sponsor's notifications or documents for any reason, or for the inability of a potential winner to respond to any of Sponsor's notifications.

## **6. PRIZES.**

**a. GENERALLY.** Subject to the terms and conditions of these Official Rules, three (3) prizes will be awarded in this Drawing: Three (3) \$150.00 cash donations on each winner's behalf will be made to an organization providing food security in the winner's area. The total value of all prizes to be awarded in this Drawing is four hundred and fifty dollars (\$450.00). Each winner can choose a food shelf in their area or can work with Sponsor to identify a local food shelf in their area.

**b. ALL PRIZES.** Prizes are nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. A prize must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Unused components of a prize shall be forfeited and have no redeemable cash value. If a winner is a minor in his/her jurisdiction of primary residence, the prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other term or condition of this Drawing may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded. LIMIT: One (1) prize per person or address (physical or email) in this Drawing.

**7. PUBLICITY.** Except where prohibited by law, participation in the Drawing constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online, on websites and in social media), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

**8. GENERAL CONDITIONS.** Sponsor reserves the right to require entrants, potential winners and winners to complete, execute and deliver to Sponsor additional documents and agreements at any time as required by Sponsor, in the forms provided and within the timeframe required by Sponsor, or the entrant, potential winner or winner may be disqualified. Such additional documents and agreements may include, without limitation, additional releases, waivers of liability and indemnification agreements required by any or all prize partners or suppliers. Sponsor may modify and amend these Official Rules as they appear online from time to time during the conduct of the Drawing for clarification purposes without materially affecting the terms and conditions of the Drawing. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Drawing if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Drawing, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures, or any other factor of any kind or nature beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or conduct of the Drawing. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among non-suspect entries received up to the time of suspected impairment, which entries may be allocated by Sponsor (as determined by Sponsor) among the relevant Entry Pools described in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website, application or undermine the legitimate operation of this Drawing is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules. Sponsor reserves the right to cancel this Drawing at any time in its sole discretion and substitute another promotion in its place.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Drawing partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Drawing and/or entrant's award, receipt or use of any prize awarded in the Drawing.

**10. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information, or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, postage due or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Drawing; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Drawing or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Drawing, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

**11. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Drawing, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal or state courts located in Minneapolis, Minnesota; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Drawing but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Drawing shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**12. DATA COLLECTION.** Entrants provide personal information to Sponsor and its designees when they enter the Drawing. Sponsor and its designees collect this information and use it to (a) administer this Drawing and (b) for market research and for other Sponsor marketing purposes. Without limiting the foregoing, Sponsor may use an entrant's personal information for purposes of reporting or publicizing entrant as a winner of this Drawing, including in any publicly available or reported winner's list. Sponsor and its designees may also share this information with third parties who need access to this information to perform services on Sponsor's behalf. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <https://www.gtcuw.org/privacy-policy/>. In the event of any conflict between this Section 12 and the Privacy Policy, this Section 12 will prevail.

**13. WINNERS' LIST.** To request a list of the Drawing winners, send a self-addressed postage-stamped return envelope to "Flavors of the Community Volunteer Project Incentive 2021 Drawing – Winners' List," c/o Greater Twin Cities United Way, 404 South Eighth Street, Minneapolis, Minnesota 55404. Requests must be received by April 17, 2021.

**14. SPONSOR.** The sponsor of the Drawing is Greater Twin Cities United Way, and the address at which the Sponsor may be contacted is Greater Twin Cities United Way, 404 South Eighth Street, Minneapolis, Minnesota 55404.