Official Rules

NO PURCHASE NECESSARY, PURCHASE DOES NOT INCREASE ODDS OF WINNING. DO NOT HAVE TO BE PRESENT TO WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

This Giveaway is sponsored by Angelina College. The Giveaway is administered by Angelina College and any questions, comments or complaints regarding the Giveaway must be directed to the Giveaway administrator. Entrant acknowledges that any information provided will be used for administering the Giveaway. **Odds of winning are dependent upon the number of eligible entries received during the Giveaway period.**

<u>Eligibility</u>: The Giveaway is open to Angelina College students who are legal residents of the United States, 18 years of age or older, have a valid U.S. driver's license and a valid U.S. Social Security number or Tax Identification Number. Participants and winners must reside within the United States to be eligible. Employees of Angelina College as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to win the grand prize.

Agreement to Rules: By participating in the Giveaway, each entrant agrees to be fully bound to the Official Rules and agrees that such entrant meets the eligibility requirements entirely. Each entrant agrees to accept the decisions of Angelina College as final and binding in regard to the Giveaway.

Prize(s): The Giveaway consists of the following prizes:

The grand prize is a Chevy Trax or \$10,000.

There will be seven additional prize drawings held throughout the academic school year, and each will be valued at \$600 or less.

The winner is responsible for all taxes and fees associated with the Prize receipt and/or use. Entrants acknowledge that the prize may not cover the full cost of ownership, and may not fully cover the cost of registering the vehicle, auto insurance, or other expenses or incidentals. These expenses are not included and are the responsibility solely of the prize winner.

Prizes are not transferable or exchangeable except as explicitly stated. Prizes are not cashable or refundable. The rewards must be redeemed from Angelina College. The winner must provide Angelina College with a form of proper identification and a valid taxpayer identification number or social security number before the person can be declared the winner and before the prize can be released to the winner. If the prize cannot be awarded for any reason, Angelina College reserves the right to substitute such prize with another prize of equal or greater value, as determined by Angelina College in its sole discretion. Angelina College is not responsible for travel expenses for prize winners to come and claim prize at the designated locations. WINNER

IS RESPONSIBLE FOR PAYING ALL OTHER LOCAL, COUNTY, STATE AND FEDERAL TAXES ON THE PRIZE. The winner will receive an IRS form 1099 at the end of the calendar year from Angelina College for tax purposes, and a copy of such form will be filed with the IRS as required by law. The entrants acknowledge that Angelina College has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, at law or in equity, relative to any prize, including but not limited to, its quality, merchantability, condition or fitness for a particular purpose. The winner acknowledges that the prizes will be delivered "AS IS", "WHERE IS", and "WITH ALL FAULTS".

A winner of any prize valued at \$600 or more may be required to submit a W-2G, Form W-9 or similar tax form for tax reporting and/or withholding purposes. If tax forms are required for a prize win, the completed forms must be received by Angelina no later than 30 days after the prize is awarded, otherwise the prize will be considered forfeited. A winner of any prize at \$1,500 or more may be required to remit mandatory state or federal withholding to Angelina College. If withholding is required, winner must remit full balance due to Angelina College within 10 business days of his or her prize election. If payment is not received within 10 business days, the prize will become the cash alternative and Angelina College will remit the balance of the cash prize to the winner.

Description of Giveaway/Participation Dates of Giveaway: The Giveaway will begin on August 18, 2023, at 8:00 a.m. CST and end at 11:59 p.m. CST on May 3, 2024. The time of the Giveaway event is subject to change. Entries that are submitted before or after the Giveaway period will be disqualified. Winners will be selected on May 9, 2024, unless changed by Angelina College, at random from all eligible entries received. Entries must conform to the submission guidelines set out below, and entries that fail to do so will be rejected. Angelina College is not required to acknowledge entries and is not responsible for entries or responses lost in any manner. Winners do not need to be present to win. If a winner at the Giveaway event is disqualified or ineligible, the potential winner forfeits such prize, and Angelina College reserves the right to determine an alternate winner by conducting a random drawing from the remaining eligible entries. Angelina College will have a drawing that selects five finalists for the grand prize. AC will then notify each finalist via telephone or email. If the finalist doesn't accept within 24 hours, another person will be drawn in their place. Angelina College will then have a grand prize drawing event where one finalist will be selected to win. All five finalists must be present at the grand prize drawing event. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

<u>How to Participate</u>: Eligible entrants may only participate in the Giveaway by accumulating points through being a student at Angelina College. For details on how to participate and how to earn points, please visit http://www.angelina.edu/roadrunnerchallenge.com. For every 25,000 points accumulated, a student will qualify for one entry in the Chevy Trax drawing. Entries that are incomplete or do not comply with the official rules may be disqualified at the sole discretion of Angelina College. Entrants cannot enter more than once by using multiple names, identities or addresses and attempting to do so is subject to immediate disqualification at the sole discretion of Angelina College. All entries become the property of Angelina College and will not be

acknowledged or returned. Each entry must contain the entrant's name, address, valid telephone number, valid driver's license number, and valid social security number or tax identification number to be considered a valid entry. There is no fee to enter the Giveaway.

Giveaway Restrictions: If an entrant is unable to verify registration information, the entrant will automatically be disqualified, and the prize will be forfeited. Angelina College, in its sole discretion, reserves the right to select an alternate entry at that time. Angelina College is NOT responsible for any change of email address, mailing address and/or telephone number of entrants. Notification of any Giveaway changes, like day and time of the Giveaway, are deemed to have occurred immediately upon the placing of a phone call or sending of an e-mail or any other form of communication the Angelina College may use to contact the entrants. By registering for the Giveaway, each entrant gives Angelina College the right to contact them by email, phone or mail. Angelina College is not obligated to leave voice mail, answering machine or another message. Angelina College is not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify an entrant, including messages sent to spam, junk email or other security settings. If the selected winner does not claim the prize within the appropriate time stated within the rules or unless otherwise stated herein, the entrant will automatically be disqualified, and his or her prize will be forfeited. Eligible entrants agree as follows: By participating, each entrant agrees: (a) to be bound by these Official Rules; (b) that as between such entrant and the Angelina College, the decisions of the Angelina College are final on all matters relating to the Giveaway; (c) that the entrant is not participating on behalf of any employer or third party; (d) that in the event entrant does not comply with these rules, the entrant will be disqualified. Angelina College, in its sole discretion, reserves the right to select an alternate winner in the event of disqualification at the time of the Giveaway. Incomplete entries will be disqualified. Angelina College is not responsible for lost, late, illegible, misdirected, mutilated or incomplete entries. Giveaway entries must contain all information requested and must be received on or before the deadline for registration to be deemed valid. Giveaway may be discontinued at any time without notice.

Acceptance of Prize: By accepting the prize, each winner agrees to the prize conditions on participation and must sign a release to be eligible to receive the prize and also agrees: (a) that all decisions of the Angelina College with respect to the Giveaway are final and binding; (b) to release Angelina College and its respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Giveaway and the award or use of the prize; (c) to allow Angelina College to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this giveaway, without additional financial or other compensation; and (d) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. Angelina College is not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasigovernmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down,

civil disturbance, insurrection, riot, or any other cause beyond Angelina College's control. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Prize winner. Angelina College is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value or enjoyment of the prize, including, without limitation, its quality, mechanical condition or fitness for a purpose. Angelina College will not have any further obligation to winner. All taxes, upgrades and any other expenses not specifically identified in these Official Rules as included in the prize are the responsibility of the winner. Angelina College reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Angelina College has the right to revoke and cease all prize awards to a Giveaway winner due to misconduct and misrepresentation of the winner.

Tampering and Delivery Disclaimer: Angelina College, in its sole discretion, reserves the right to disqualify and prohibit from participating any person, who Angelina College determines (in its discretion), is or is attempting to: (a) tamper with any part of the Giveaway; (b) attempting to undermine the legitimate operation of the Giveaway by cheating, deception or other unfair playing practices, (c) intending to annoy, abuse, threaten or harass any other participants, agents or representatives of Angelina College; and/or (d) otherwise violating these Official Rules. Participation in the Giveaway constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of Angelina College, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

<u>Publicity; Use of Personal Information</u>: By participating, where allowed by law, the winner grants Angelina College exclusive permission to wrap the car with advertising messages for Angelina College. Winner also grants permission to Angelina College to use his or her name, character, photograph, voice, and likeness in connection with promotion of this and other giveaways and waives any claims to royalty, right or remuneration for such use. By participating in the Giveaway, where allowed by law, participants agree that Angelina College may use such information for marketing purposes and may include the name of the winner.

<u>Privacy Policy</u>: Information submitted during entry is subject to the Privacy Policy stated on the Angelina College website.

Release: By participating in the Giveaway, each participant and winner holds harmless and waives any and all claims of liability or damages against Angelina College and their respective employees and agents, for any personal injury or any loss which may occur from the conduct of, or participation in the Giveaway, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. In order to participate in the Giveaway or to receive a prize, participants must download the Angelina College App and scan the QR code at each service used or event attended. Entrant further agrees that in any cause of action, Angelina College will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorneys' fees. Angelina College is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway. ENTRANT WAIVES

THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

Angelina College shall in no way be liable for events not within the control of Angelina College, its officers, members, shareholders, directors, employees, agents and representatives, as well as its parents, subsidiaries, and affiliates, including but not limited to Acts of God, strikes, terrorist acts, criminal acts by third parties, inclement weather, shortage of supply and war, insurrection or rebellion. Angelina College will not assume any responsibility for any changes in the execution of the Giveaway, including cancellation of the Giveaway as a result of the occurrence of such events. Acceptance of a prize constitutes the winner's agreement to release Angelina College and its officers, members, shareholders, directors, employees, agents and representatives, as well as its parents, subsidiaries, and affiliates, from all liability of any type whatsoever associated with the Giveaway and the winner's ownership and use of the prize.

<u>Official Rules</u>: This document serves as the Official Rules, for a physical copy, visit Angelina College during normal business hours. All entries become the property of the Angelina College and will not be returned. Angelina College reserves the right to remove anyone from our ?page? and the Giveaway. Questions about the rules of any of the Giveaway can be directed via email to roadrunnerchallenge@angelina.edu.

<u>Liability</u>: In consideration of entering and/or attending the Giveaway, each entrant releases Angelina College, its owners, affiliates, employees, and agents from any claims the entrant or his or her agents or assigns may ever have, including but not limited to tort, common law, and contract claims, other than any express contractual obligations Angelina College as expressly set forth in the Official Rules. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Texas.