

# **“Chesterbrook Academy Elementary School West Chester Summer Giveaway” Official Sweepstakes Rules**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS. SCHOOL ENROLLMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL U.S. RESIDENTS OF PENNSYLVANIA. MUST BE 21 YEARS OF AGE AND OLDER.**

**THE SWEEPSTAKES IS GOVERNED BY THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES, INCLUDING ALL ELIGIBILITY REQUIREMENTS, AND UNDERSTANDS THAT THE RESULTS OF THE SWEEPSTAKES, AS DETERMINED BY THE SPONSOR AND ITS AGENTS, ARE FINAL IN ALL RESPECTS.**

**THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO COMPLETELY RELEASE FACEBOOK FROM ANY AND ALL CLAIMS.**

**1. SPONSOR:** The sponsor of this Sweepstakes (“Sponsor”) is the Chesterbrook Academy Elementary School West Chester, 1190 McDermott Drive West Chester, PA 19380.

**2. HOW TO ENTER:** You may enter “Chesterbrook Academy Elementary School West Chester Summer Giveaway” Sweepstakes (“Sweepstakes”) through the Chesterbrook Academy Elementary West Chester Facebook Page (<http://www.facebook.com/ChesterbrookAcademyElementaryWestChester>) beginning on July 30, 2018 at or about 11:00AM EDT and ending on August 31, 2018 at 11:59PM EDT (“Sweepstakes Period”) by doing the following: 1) Sign in to your Facebook account, or if you are not currently a member, become a member at Facebook.com and sign into your Facebook account, 2) visit the Chesterbrook Academy Elementary School West Chester page at <http://www.facebook.com/ChesterbrookAcademyElementaryWestChester>, 3) locate the post that reads “GIVEAWAY: Post the title of your child's favorite summer book in the comments below for your chance to win CBA Spirit Wear!” (please note that copy may vary slightly), 4) comment as instructed on that specific post (collectively, “Entry”).

After completing the Entry requirements, the entrant will receive one (1) entry into the drawing. Entrants may enter once per Facebook account.

Entries shall be collected by Facebook on behalf of Sponsor. Entries must be received during the Sweepstakes period. Facebook’s computer shall be the official clock for all purposes of this Sweepstakes. Any attempt to submit an entry other than as described herein is void. Any incomplete or mechanically reproduced entries will be disqualified.

Additional Entry Conditions: Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled or misdirected entries, which will be disqualified. No mailed, telephoned, faxed or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. In the event of a dispute as to any entry, the authorized account holder of the Facebook account used to enter will be deemed to be the entrant. The “authorized account” holder is the natural person assigned the Facebook account. Potential winners may be required to show proof of being the authorized account holder.

Sponsor will be collecting personal data about entrants (including, without limitation, Facebook account information) when such entrants enter the Sweepstakes. Participation in the Sweepstakes further constitutes entrant's full and unconditional agreement to and acceptance of these Official Sweepstakes Rules and willingness to be contacted by mail, telephone, email, Facebook post, Facebook comment and/or Facebook messaging.

**3. PRIZES:** Prizes in "Chesterbrook Academy Elementary School West Chester Summer Giveaway" Sweepstakes will be awarded as follows:

**ONE (1) GRAND PRIZE:** One grand prize winner ("Winner") will be awarded a water bottle and shirt.

Approximate Retail Value ("ARV"): \$20

Sponsor reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred. Odds of winning depend on the number of eligible entries received during the Sweepstakes period.

**4. RELEASE:** By receipt of any prize, Winner agrees to release and hold harmless Sponsor, and affiliated companies, suppliers, distributors and advertising/promotion agencies, as well as each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death or damage to or loss of property, arising out of participation in the Promotion or receipt, use or misuse of any prize.

**5. ELIGIBILITY:** The Sweepstakes is open to legal U.S. residents physically located and residing in Pennsylvania, who are at least 21 years of age or older at time of entry. The Sweepstakes, and any website pages relating thereto, is intended for viewing only within the United States. The Sponsor, their respective promotions agencies, any of their respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Promotion Entities") and their immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Sweepstakes.

**6. DRAWINGS:** All eligible Entries received during the Sweepstakes period will be entered into the Sweepstakes drawing. One (1) potential grand prize winner will be randomly selected on or by September 4, 2018 and notified on or around September 4, 2018 by email, Facebook comment, Facebook reply comment, Facebook post, or Facebook message.

Each entrant is responsible for monitoring his/her e-mail account/Facebook account for prize notification or other communications related to this Sweepstakes. If a potential prize winner cannot be reached by Sponsor within forty-eight (48) hours using the contact information provided at the time of entry, or if prize notification is returned as undeliverable, that potential prize winner shall forfeit the prize.

**7. CERTAIN ADDITIONAL CONDITIONS:** By participating, entrants agree that the Sponsors, those involved in the development, production (including prize suppliers), implementation and distribution of this promotion and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of the prizes. All entrants further agree that in the event of any third-party claims, damages, losses or injuries, arising from or relating to

this Sweepstakes, they will indemnify Sponsors from any and all such claims, including the attorneys' fees related thereto. Sponsors shall not be liable for entries and Winner notification responses that are delayed, lost, misdirected, mis-delivered, marked postage-due, illegible, mutilated, incorrect or incomplete, and such entries will be not be eligible for this Sweepstakes. The Sponsors shall not be responsible for any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Sweepstakes. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for prizes and may be prosecuted to the full extent of the law. The Sponsors reserve the right, in their sole discretion, to cancel or suspend this Sweepstakes should viruses, bugs or other causes beyond their control corrupt the administration, security or proper play of the Sweepstakes.

**8. APPLICABLE LAW:** These rules are governed by the laws of the State of Pennsylvania without giving effect to conflicts of law rules.

**9. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Sweepstakes, entrant agrees that (a) any and all disputes and causes of action arising out of or connected with this Sweepstakes or any Grand Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of the American Arbitration Association ("AAA"); (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (c) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorney's fees, and entrant further waives all rights to have damages multiplied or increased.