

COMPETE Collegiate Challenge 2020

Official Rules

No purchase necessary to enter or win. A purchase will not increase your chances of winning. Void where prohibited by law or regulation. Participating teams must be 18 years of age or older at the time of entry. You understand that you are providing your information to COMPETE Co and by providing this information you consent to the COMPETE Co. privacy policy (found here: www.getcompete.com) . The information you provide will only be used in accordance with the COMPETE Co. privacy policy.

1. PROMOTION DESCRIPTION: The COMPETE Co. Collegiate Challenge 2020 ("Challenge") begins on Monday, the 1st of May 2020 at 8:00am EST and ends on May Monday, the 31st of May 2020 at 11:59pm EST (the "Promotion Period"). There will be one (1) winner. Entry in Challenge does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Challenge, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules (the "**Official Rules**") and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Challenge. Entrants should look solely to Sponsor with any questions, comments or problems related to the Challenge.

2. ELIGIBILITY: Open to university water ski teams in the United States of America with participants that are legal residents of the USA and who are eighteen (18) years of age or older at the time of entry (the "Entrant"). This Challenge is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Administrator's decisions, which are final and legally binding in all matters related to the Challenge. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

3. HOW TO ENTER: The team captain for each university interested in participation must fill out an entry form. To request an entry form, please email meg@getcompete.com, or go to <https://getcompete.com/collegiatechallenge>. All entries are requested by April 29th, however at such time that a team finds out about the Challenge after the start date of the Challenge, that team may still be eligible to

participate with an official entry form submitted to meg@getcompete.com and acknowledged receipt of such entry form. No team will be eligible to win without this official entry form and acknowledgement of receipt by COMPETE via email.

At the end of the Challenge, the school with the most email registrations (email addresses entered at www.getcompete.com/collegiatechallenge) associated with their school/university/team will be declared the winner. The prize will be issued to the relevant team. Communication for this prize will go to the ski team captain of the winning university within 7 days of the end of the contest.

The tally for each competing team will be made by counting the properly entered original/unique emails in the COMPETE Co. mailchimp database that is associated with the Challenge. Entrants must be sure to mark the correct team while entering their email address on the lead capture page.

There will be a minimum requirement of 200 emails/votes for the winning team to be eligible.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Cheating will not be tolerated. Entering the contest with fake email addresses is considered cheating and will result in immediate disqualification. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Challenge.

You will earn one (1) entry into the Challenge for each email address registered with your team name via the COMPETE Co. provided lead capture page.

4. WINNER SELECTION: The Winner of the Challenge will be selected by a count of the most unique email addresses collected at www.getcomete.com/collegiatechallenge with the name of University selected. Odds of winning will vary depending on the number of eligible Entries received.

5. WINNER NOTIFICATION: Winner will be notified by email at the email address provided in the Entry Information on Friday, the 5th of June 2020 at 6:00pm EST after tally is complete. Potential Winner must accept a prize by email as directed by Sponsor within seventy-two (72) hours of the first attempted prize winner notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor. Potential winner will be contacted by the Sponsor by email with instructions on how to claim their prize. Sponsor shall not be held liable for any lost, stolen, damaged or misdirected prizes. Neither Sponsor nor any of its subsidiaries or affiliates or any of their respective officers, directors, employees, or agents shall be held liable for any unsuccessful efforts to notify or communicate with a potential winner.

An entrant is not a winner of any prize, even if the Challenge should so indicate, unless and until Entrant's eligibility and the potential winning entry has been verified and entrant has been notified that verification is complete.

6. ODDS OF WINNING: Odds of winning depend upon the number of eligible entries received prior to each drawing period.

7. PRIVACY: Any personal information supplied by you will be subject to the privacy policy of the Sponsor. By entering the Challenge, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Challenge Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

8. CHALLENGE PRIZE: Three days (3) training at LaPoint Ski park in Orlando Florida, further defined as 10 pro slalom ski lessons and 10 other water ski lessons per day of 15 minutes each. These lessons must be taken on three (3) consecutive days within one year of the prize winner's receipt of notice and acceptance of the prize.
Approximate Retail Value: \$3500.00

No substitution or transfer of prize or cash equivalent is permitted. Sponsor reserves the right to substitute a prize of equal or greater value. Prize winner is responsible for taxes on any prize received. If the Prize or Prize notification notice is returned undeliverable or

any non-compliance with the Official Rules or failure to respond and execute and return the appropriate forms within the applicable time period, it will result in a forfeiture of the Prize and an alternate winner will be randomly selected from all remaining eligible entries received.

To use any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.

8. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Challenge; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Challenge; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Challenge or download of any materials in the Challenge.

If, for any reason, the Challenge is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge in whole or in part. In such an event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Challenge.

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 this Challenge or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of this Challenge may be in violation of criminal law, and should an attempt be made, Sponsor

reserves the right to seek damages 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.

By entering this Challenge and/or accepting any prize, entrant : (1) releases, discharges and agrees to indemnify and hold harmless Sponsor, Challenge entities, and their respective Parents, Subsidiaries, limited liability and affiliated companies and advertising and Challenge agencies, and each of their respective shareholders, officers, directors, employees, members, agents, and assigns, (collectively the "Released Parties") from liability of any kind or nature for any loss, claims, damages, or injuries of any kind resulting in whole or in part, directly or indirectly from Entrant's participation in this Challenge or from the acceptance and use/misuse of any prize.

9. SOCIAL NETWORK DISCLAIMER: A Facebook account may be required to enter. If you don't already have a Facebook account, visit www.facebook.com to create one. It is free to create an account. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. By participating via the Facebook platform, participants are also subject to Facebook's data policy and terms of use, which can be found at <https://www.facebook.com/about/privacy> and <https://www.facebook.com/legal/terms/update>.

10. WINNER LIST/OFFICIAL RULES: To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to COMPETE Co. P.O. Box 3013 Windermere, FL 34786.

11. SPONSOR & ADMINISTRATOR: COMPETE CO.
P.O.. Box 3013 Windermere, FL 34786
Jennifer@getcompete.com

12. GENERAL CONDITIONS AND TAX: By registering to enter this Challenge, you affirm that you have read and accepted these Official Rules.

Prize winner is responsible for any and all applicable taxes, if any, and any other unspecified expenses associated with acceptance or use of Prize. Winner is advised to seek independent counsel regarding the tax implications of accepting a Prize.

Acceptance of any Prize constitutes Prize Winner's permission for the Sponsor to use winner's name, photograph, image, likeness, voice, biographical information, statements and complete address (collectively the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Challenge entities from all claims arising out of the use of such Attributes.

13. **DISPUTES:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Challenge, but in no event attorney's fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge shall be governed by, and construed in accordance with, the laws of the United States of America, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction.