## Official Rules for the Child Care Survey Sweepstakes

## No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

- 1. **Eligibility**: The Sweepstakes is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of the National Association for the Education of Young Children ("Sponsor"), as well as their immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
- 2. **Entry Period:** The Sweepstakes begins at 9:00 am ET on Wednesday, October 5 and ends at midnight ET on Friday, October 21<sup>st</sup> (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 3. **How to Enter:** You will receive an e-mail from Sponsor requesting that you complete an online survey related to child care programs' experience. Follow the link to complete the survey during the Entry Period, and, upon submission of your information collected such as name and email address and completion of the survey, you will be entered into the Sweepstakes. There is a limit of one (1) entry per person and you may not use multiple e-mail addresses to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. If you choose not to fill out the survey, you can still enter the sweepstakes by emailing <a href="mailto:advocacy@naeyc.org">advocacy@naeyc.org</a> with your name, email, and the name of your early childhood education program.
- 4. **Drawing:** On or about November 4, Sponsor will select 10 potential winners in a random drawing of all entries received. The odds of being selected depend on the number of entries received. Sponsor will attempt to notify potential winners within 10 business days of the drawing.
- 5. Requirements of Potential Winner(s): Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
- 6. **Prize(s):** [The prize will be a \$100 Visa gift card that will be sent virtually to the recipient using the email address provided, and there will be 10 gift cards available. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.
- 7. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that

communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

- 8. Release and Limitations of Liability: By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 9. **Privacy and Publicity:** Any information you provide when you enter the Sweepstakes will be used in accordance with Sponsor's Privacy Policy which can be found at naeyc.org. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 10. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Washington, DC, without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.
- 11. **Sponsor:** The Sweepstakes is sponsored by National Association for the Education of Young Children, 1401 H Street, NW, Suite 600, Washington, DC 20005.
- 12. **Results:** For the names of the winners, please send a self-addressed stamped envelope to National Association for the Education of Young Children 1401 H Street, NW, Washington, DC 20005 Attn: Policy and Professional Advancement. Requests must be received by December 1, 2022.