

## **RTIME 2020** Accelerating Innovation Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- Eligibility: This Campaign is open only to those who post on a Social Media Platform as described below and who are 18 years old of the date of entry. The Campaign is only open to legal residents of the United States and is void where prohibited by law.
  Employees of the National Telecommunications Cooperative Association d/b/a NTCA – The Rural Broadband Association (hereinafter "NTCA"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- 2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of NTCA as final and binding as it relates to the content of this Campaign.
- Campaign Period: Entries will be accepted online starting on January 1, 2020, 12:01 AM EST and ending February 19, 2020 11:59 PM EST. All online entries must be received by February 19, 2020 11:59 EST.
- 4. How to Enter: NTCA member companies will receive three postcards in separate mailings via the USPS that, when put together, will form a photograph of a Phoenix landmark. Individuals may request an electronic copy of the postcard(s) that have already been mailed as of the date of the request by sending an email to marketing@ntca.org. An image of all postcards will be posted on social media after all

postcards have been mailed. Any individual who meets the requirements is eligible to participate in the Campaign. The Campaign must be entered by following NTCArtime on Facebook, Instagram or Twitter (individually "Social Media Platform" or collectively, "Social Media Platforms") and using the hashtag #rtimeInnovates and correctly name on a Social Media Platform @NTCArtime the location of the Phoenix landmark. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of NTCA. You may enter only one time on each Social Media Platform. You must provide the information requested. You may not enter more times than indicated by using multiple identities or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of NTCA.

- 5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive Samsung Galaxy Tab A, valued at approximately \$250.00. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by NTCA. No cash or other prize substitution shall be permitted except at NTCA's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, <u>shall</u> be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for NTCA to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of NTCA. Winner will be announced on a social media post and notified via the messaging system on the social media platform within five (5) days following selection of Winner. NTCA shall have no liability for Winner's failure to receive notices due to spam, junk email or other security settings or for Winner's provision of incorrect

or otherwise nonfunctioning contact information Once notified, Winner may send an email message to <u>marketing@ntca.org</u> or call 703-351-2118 to arrange prize delivery. If Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was posted, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT NTCA'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 8. Rights Granted by You: By entering this content (e.g., social media post, photo, video, text, etc.), You understand and agree that NTCA, anyone acting on behalf of NTCA, and NTCA's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.
- 9. Terms & Conditions: NTCA reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond NTCA's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, NTCA may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by NTCA. NTCA reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. NTCA has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP

addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, NTCA reserves the right to seek damages to the fullest extent permitted by law.

- 10. Limitation of Liability: By entering, You agree to release and hold harmless NTCA and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- 11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF VIRGINIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Virginia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-

pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

- 12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the NTCA website. To read the Privacy Policy, <u>Click Here</u>.
- 13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to NTCA–The Rural Broadband Association; 4121 Wilson Blvd, Arlington, VA 22203 attn.: Marketing. Requests must be received no later than June 30, 2020.
- Sponsor: The Sponsor of the Campaign is the National Telecommunications Cooperative Association d/b/a NTCA – The Rural Broadband Association; 4121 Wilson Blvd; Arlington, VA 22203.
- 15. The Campaign hosted by NTCA is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Twitter.