

# Binghamton University Dining Services Social Media Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**SPONSOR.** Sodexo Operations, LLC, on behalf of itself and its subsidiaries at individual universities is the “**Sponsor**” of the Campus Social Media sweepstakes (“**Sweepstakes**”) which consists of various promotional campaigns (each, a “**Promotion**”) conducted by individual organizations related to or under the control of Sponsor at a particular university (each, a “**Host**”). Each Promotion is separate from other Promotions conducted by other Hosts. Unless otherwise noted, use of Sponsor in these Rules shall include the Host.

**SWEEPSTAKES PERIOD.** The entry period for each Promotion (“**Promotion Period**”) will be described in individual invitations and social media posts by the Host for that Promotion (“**Promotion Posts**”).

**SWEEPSTAKES PERIOD CONDITIONS OF ENTRY / ELIGIBILITY.** The Sweepstakes is open only to individuals who are 18 years or older and (i) a full or part-time student enrolled in the applicable Host university (“**University**”), or (ii) a student currently enrolled in and working for Sponsor at the University. By participating in a Promotion, Entrants agree to be bound by these Official Rules, including all eligibility requirements and the decisions of Sponsor, which are final and binding in all matters. Except as noted above, employees of Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to win. Entries that are incomplete or corrupted are void and will not be eligible. Any effort by a person to misrepresent himself or herself using aliases or multiple e-mail addresses will disqualify all entries of such individual. Sponsor and its agents reserve the right to verify eligibility qualifications of any winner. Failure to comply with these Official Rules as determined in the sole discretion of the Sponsor may result in disqualification from a Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**HOW TO ENTER.** Eligible persons may enter a Promotion during the applicable Promotion Period by following the instructions in a Promotion Post, which may include following the Host or Sponsor’s social media account, liking a Host or Sponsor social media post, and/or tagging a friend in such post.

Successful submission or performance of all required information or tasks stated in a Promotion Post shall be considered an “**Entry**” and the person submitting the Entry, the “**Entrant**.” Proof of post or entry will not be deemed to be proof of receipt. **LIMIT ONE ENTRY PER ELIGIBLE PERSON:** Multiple Entries by a single person during a Promotion Period, whether from one e-mail address or multiple e-mail addresses or social media accounts shall render all such person’s entries void and ineligible. In the event of a dispute over the identity of an online entrant, Entry will be deemed submitted by the Authorized Account Holder of the e-mail account associated with a social media account.

**SPECIAL PUBLICITY NOTICE.** If an Entrant is selected as a potential winner, Entrant grants to Sponsor and its respective promotional agents Entrant’s express permission (except where prohibited by law) to use Entrant’s name, identity, description of prize won, hometown and likeness, if applicable, for promotional purposes, in any media now known or hereafter developed, without further compensation. Even though Entrant consents to all the above, Sponsor has no obligation to do any of it. See more details at “**WINNER / SELECTION / AGREEMENTS**” below.

**PRIZE(S).** The number, type and values of the prize(s) to be awarded in a Promotion shall be identified in each Promotion Post and other creative content promoting the Promotion.

No Prize substitution, cash substitution, assignment, or transfer of a Prize is permitted, except by Sponsor who may substitute a prize of equal or greater value if any portion of the advertised Prize becomes unavailable. In no event shall more than the number of stated Prizes be awarded. All Prizes are intended to be awarded. Any un-used elements of the Prize will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. All federal, state, local, and other taxes, costs, and expenses relating to the use, acceptance, or possession of the Prize are the sole responsibility of the winner. If a Prize exceeds \$600, Winner will receive an IRS Form 1099 for the actual value of the Prize awarded. **ADDITIONAL TERMS AND CONDITIONS MAY APPLY DEPENDING ON THE PRIZE BEING AWARDED.**

**ODDS.** Odds of winning depend upon the number of eligible Entries received/posted for a Promotion during the applicable Promotion Period.

**WINNER / SELECTION / AGREEMENTS.** Winner(s) of a Promotion will be determined in a random drawing to be held on a date to be identified in a Promotion Post from among all eligible Entries satisfying the criteria in the Promotion Post under the supervision of Sponsor whose decisions are final and binding in all respects. Selected winner(s) will be notified by direct message via the social media channel through which the entry was made. Selected winner(s) must respond back to Sponsor/Host within 48 hours from receipt of message to give a valid email address where notification of potential winner status and required documents as described below can be sent. If Sponsor does not hear from the selected winner by such time, Sponsor reserves the right, in its sole discretion to either make a second attempt to contact the selected winner or choose another winner. Except where prohibited, acceptance of Prize constitutes winner's consent, and winner will be required to sign a release, to allow Sponsor and its promotional agents to use winner's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation, in perpetuity, in all media, now known or hereafter developed. Winner may be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("**Declaration**") (unless prohibited) and/or IRS Form W-9 (if applicable), prior to and as a condition of awarding of Prize, WITHIN SEVEN (7) BUSINESS DAYS OF THE DATE OF THE NOTIFICATION or Prize will be forfeited and an alternate winner selected. Prize will only be awarded after receipt and verification of completed Declaration. If Prize notification is undeliverable, or if a potential winner does not respond to the prize notification telephone call or text message within the time specified or if the potential winner cannot be contacted for any reason, including an invalid telephone number, if the Declaration is not complete and received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the Prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries.

**PRIVACY NOTICE / MARKETING.** By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used only by Sponsor consistent with its privacy policy available here: [Privacy Policy](#). Sponsor may use Entrants' personal information, including postal and e-mail addresses, to contact Entrants regarding Sponsor's goods and services and any other offers and/or promotions that it believes might be of interest to Entrants. Entrants can opt out of receiving such materials at any time by following instructions in the communication or through Sponsor's Privacy Policy.

**GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any person it believes has violated these Official Rules. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and select winner from among all eligible Entries received prior to termination. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor and its agents. Entrant agrees, on Entrant's own behalf, and on behalf of Entrants heirs, executors, administrators, legal representatives, successors and assigns (collectively the "**Releasing Parties**") to hereby release, defend, indemnify, and hold harmless the Sponsor and those working on its behalf, and all other businesses involved in this Sweepstakes, as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns (collectively the "**Released Parties**"), from any and all actions, causes of action, suits, debts, controversies, agreements, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to Entrant's participation in this Sweepstakes or the awarding, acceptance, use, or misuse of a Prize.

**DISCLAIMER OF LIABILITY.** The Released Parties shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the Sweepstakes or in the announcement of any Prize; (ii) lost, late, misdirected, damaged, illegible or incomplete Entries, or postage due mail; (iii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, mobile device, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; (iv) any injury or damage to Entrant's or any other person's computer or mobile device related to or resulting from participating in the Sweepstakes; or (v) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes.

**FORCE MAJEURE.** In the event Sponsor and its agents are prevented from continuing with this Sweepstakes or a Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, pandemic, virus, quarantine, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the Sweepstakes or any Promotion, and award a Prize in its sole discretion.

**LAW / DISPUTE RESOLUTION.** This Sweepstakes shall be governed by and interpreted under the laws of the State of Maryland U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. All disputes, claims, and causes of action arising out of or in connection with this Sweepstakes shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in Montgomery County, Maryland, and Entrant expressly consents to the jurisdiction of and venue in such courts and Entrant waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Maryland. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**WINNERS LIST.** For a copy of a winner(s) list for any Promotion, DM the applicable Host between 30 and 60 days following a Promotion Period.