

## NATIONAL UNIVERSITY CONTEST

### (a) OFFICIAL RULES

Participation in the **NATIONAL UNIVERSITY CONTEST** (the “Contest”) constitutes your agreement to be bound by these Official Rules (“Official Rules”).

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN THE CONTEST. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR LIKELIHOOD OF WINNING.**

**ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PARTICIPATION IN THE CONTEST IS VOID WHERE PROHIBITED.**

- 1. Eligibility:** The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. All entrants under the age of eighteen (18) must have consent from their parents or guardians to enter the Contest and be bound by these Official Rules. Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and to the Contest Entities’ decisions, which are final and binding in all matters related to the Contest. The Contest Entities reserve the right to verify the eligibility of any person during and after the Contest Period.
- 2. Contest Period:** The Contest begins at 10 a.m. PDT on Wednesday, September 8, 2021, and ends at 11:59 p.m. PDT on Friday, September 17, 2021 (the “Contest Period”).
- 3. How to Enter:** To qualify for entry, you must have an Instagram account. To enter the Contest, you must complete *all* of the following actions during the Contest Period: (1) Post on Instagram with a photo or video of your decorated grad cap (2) Tag us in your photo (3) Include #NUGradCap2021 in your caption.

By submitting your Entry, you agree that it conforms to the guidelines, permissions, and content restrictions below and that NU, in its sole discretion may disqualify you if it believes that it fails to conform. **Important: If you are participating in this Contest via a mobile device, message and data rates may apply.** You should consult your wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of entry.

- 4. Entry Guidelines and Permissions:** You must have permission from any recognizable individuals who appear in the Entry to use their names and likenesses in the Entry and to grant the rights set forth herein. An Entry may not include images/videos of, or reference to, any person under the age of 18. If requested, entrant must be able to provide such permissions or proof in a form acceptable to the Contest Entities.
- 5. Limitations on Entry:** Limit one (1) entry per person during the Contest Period. Any Entry received from any person in excess of the stated limit will be void. An Entry generated by script, macro, or other automated means are void. Multiple entrants are not permitted to share the same email account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email accounts, identities, registrations, and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email account used to register will be deemed to be the entrant. The “Authorized Account

Holder” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 12 below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitations of third-party platforms; all of which will be void.

6. **Prizes:** At the end of the Contest Period, one (1) Contest Prize Winner will be selected to receive: [Amazon Gift Card] (approximate retail value: \$100).

No substitution, cash equivalent, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute the prize (or portion thereof) with one of equal or greater value, except as otherwise set forth herein. All prizes awarded are subject to the restrictions and limitations noted in these Official Rules, on the prizes and/or included with the prizes and the winner must abide by all such limitations and restrictions. Winners agree to accept their prize “as is.” The Contest Entities have the right to resolve any concerns, questions, or complaints related to the prizes in its sole discretion. Each winner is solely responsible for any and all federal, state, and/or local taxes, fees, and any other costs in connection with receipt of a prize. THE CONTEST ENTITIES WILL NOT BE HELD LIABLE FOR ANY WARRANTY, COSTS, DAMAGE, INJURY, OR ANY OTHER CLAIMS INCURRED AS A RESULT OF USE OF A PRIZE ONCE POSSESSION HAS BEEN TAKEN OF THE PRIZE BY THE WINNER.

7. **Selection of Winners; Odds of Winning:** One (1) Contest Prize Winner will be selected from all eligible entries received at the conclusion of the Contest Period. Odds of winning a prize depend on the number of eligible entries received. Contest Prize Winner will be selected by a judging panel comprised of representatives of the Contest Entities, whose decisions are final and binding in all matters relating to this Contest. Winning Entries will be selected based on the following judging criteria (“Judging Criteria”):
- **Creativity** of the Entry: including but not limited to the overall creativity of the caption and photo/video submission.

Except where prohibited, acceptance of prize constitutes consent of the entrant to use of their name, likeness, and biographical data for advertising and promotional purposes without compensation. The Contest Entities’ decisions are final and binding on all matters related to the Contest. Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the promotion without notice or further obligation

PLEASE NOTE THAT EVEN IF YOUR ENTRY QUALIFIES YOU AS A POTENTIAL WINNER AT THE CLOSE OF THE CONTEST, YOU HAVE NOT YET WON A PRIZE. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY THE CONTEST ENTITIES, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND A PRIZE WILL BE AWARDED.

8. **Notification:** The winner will be notified via Instagram direct message no later than Monday, September 20, 2021. If, despite the Contest Entities’ reasonable efforts, the winner does not respond within five (5) days of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to any winner, such winner will forfeit his or her prize and an alternate winner may be selected. The winner must comply with all instructions in the prize notification letter within five (5) days of the date on the prize notification letter; otherwise, prize will be forfeited and an alternate winner will be selected.

Winners may be required to complete, sign, and return within three (3) business days of date of transmission an Affidavit of Eligibility, Liability Release, and Indemnification, a Publicity Release where allowed by law, as well as other documents that Sponsor may require. If applicable, an IRS Form 1099 reporting the value of prizes as earned income will be issued to winner(s). Prizes won by winners who

are minors will be awarded to the parent or legal guardian, who must sign all required affidavits and releases. If required documents are not returned on a timely basis, or if any notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, the prize may be forfeited and an alternate winner may be selected.

- 9. Your Representations to the Sponsor:** By entering the Contest, you represent and warrant that: (a) the information and documents that you have submitted or will submit to the Contest Entities in connection with the Contest are true, correct, and complete in all material respects and not misleading; and (b) you have never been arrested, indicted, convicted, or pled no contest to a felony or a crime involving moral turpitude. You agree not to disparage or demean Sponsor, its affiliates, networks, services, products, or its commercial partners (including any third parties affiliated with the Contest). You represent and warrant that any text, photograph, graphics, images, likenesses, personal information, videos, and other works of authorship that you submit in your Contest entry shall comply with Instagram's terms of use.
- 10. Releases:** By entering the Contest, each entrant agrees to release, discharge, defend, and hold harmless the Contest Entities, and each of their respective subsidiaries, affiliates, successors, and assigns, and each of their respective directors, officers, employees, agents, and representatives (the "Released Parties"), from and against any and all claims, demands, expenses, losses or liabilities including but not limited to reasonable attorney's fees and punitive damages that may be asserted against or incurred by any of the Released Parties at any time in connection with entrant's participation in the Contest, any Contest-related activity and/or entrant's acceptance, use or misuse of any prize, including any element thereof. By entering the Contest, entrant grants the Contest Entities a perpetual, worldwide, royalty-free license to use entrant's name, picture, character, likeness, and voice for trade, advertising, promotional, or any other purpose in any media now or hereafter known, and entrants waive any and all claims and/or rights to receive any royalties or other compensation for Sponsor or Administrator's use thereof, unless prohibited by law.
- 11. Limitation of Liability:** By participating in the Contest, entrants agree that the Released Parties shall have no liability for any liability, loss, injury, or damage, including, without limitation, personal injury, death, or damage to personal or real property, to entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use, or misuse of prize or participation in this Contest. BY ENTERING THE CONTEST EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY THE RELEASED PARTIES, AND THEIR RESPECTIVE PARENTS, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH FOR ANY LIABILITY WHATSOEVER FOR INJURIES, LOSSES, OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OR AWARDING OF THE PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY.
- 12. Emails and Privacy Policy:** Any personally identifiable information collected during your participation in the Contest will be collected by the Contest Entities, and will be used by the Contest Entities, its affiliates, agents, and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <https://www.nu.edu/privacy/>, and any communications you may agree during the registration process to receive in the future.

- 13. General Conditions:** The Contest Entities are not responsible for and are not liable for: (i) misdirected or delayed mail or e-mail; (ii) telephone, telecommunications, internet, hardware, or third-party software malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the Sponsor's control that may cause the Contest to be disrupted, corrupted, or terminated; (iv) any injuries, losses, or damages of any kind arising in connection with or as a result of participating in the Contest or use of the prize; or (v) any printing or typographical errors in any materials associated with the Contest. The Contest Entities reserve the right to disqualify, in their sole discretion, any person tampering with the entry process, the operation of the systems required to conduct the Contest or operate the Contest Entities' websites, or who is otherwise in violation of these Official Rules. All decisions of the Contest Entities are final. This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram or any other third parties.
- 14. Disputes:** Any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts located in Los Angeles County in the State of California, and subject to the laws of the State of California. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California.
- 15. Winners List:** To obtain a written identification of the winners, please send your request and a self-addressed stamped envelope to: National University, 11255 N Torrey Pines Rd, San Diego, CA 92037. Requests must be received by 9/30/21.