

United Way of Central Alabama

Centennial Sweepstakes/Giveaway Rules

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER AND OF THE LEGAL AGE OF MAJORITY AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS SWEEPSTAKES. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The Centennial Sweepstakes (the “Sweepstakes”) is open only to persons who as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a legal resident of the 50 United States or the District of Columbia and who are 18 years of age or older and of the legal age of majority in the jurisdiction in which he or she resides. We are sorry for the geographic restrictions; unfortunately it is required for various legal reasons. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Sweepstakes. Void where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Sweepstakes begins at 12:00 a.m. Central Time (CT) on April 14, 2023 and continues through 11:59 p.m. CT on June 22, 2023 (the “Entry Period”). No purchase is necessary. Entrants may enter the Sweepstakes via form submission on event website (www.uwca.org/100years). To enter the Sweepstakes via the website, during the Entry Period, entrants must complete the form submission to register with a valid email address. Each entry must comply with all terms and conditions and technical requirements of the website. General Entry Terms and Conditions: A form submission that is submitted for purposes of Sweepstakes entry is referred to in these Official Rules as a “Submission.” Submitting a Submission during the Entry Period constitutes acknowledgement of and consent to these Official Rules. Each Submission must comply with all of the submission guidelines set forth in this Section 2 and in Section 3 below. Each Submission may be submitted only once. If a particular Submission is submitted more than once, Sponsor will have the right to disqualify all entrants who submitted the duplicative Submission. **There is a limit of one entry per person, regardless of the method of entry used.** All entries must be completed and received by Sponsor prior to the conclusion of the Entry Period. Entry times will be determined by the timestamp attributed to the entrant’s Submission by the form used by the entrant to enter. The entrant must be the registered user of the account used to submit the Submission. Normal time and data rates, if any, charged by the entrant’s Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or

eligibility in a form acceptable to Sponsor (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification. The entrant must be able to receive messages from the email account used by the entrant to enter the Sweepstakes from the time of submission through sixty days after the end of the Entry Period to enable Sponsor to communicate with potential winners.

3. **SUBMISSION GUIDELINES:** Each Submission must comply with the following guidelines: (a) the Submission must be original and have been created solely by the entrant; (b) the Submission must be truthful and accurate; (c) if the Submission identifies, depicts, contains or otherwise uses any Personality Rights (as defined below) of any person (except for the entrant, or any author or subject promoted in this Sweepstakes, or any person identified in Sponsor's social media communications relating to this Sweepstakes), the entrant must have prior to submitting the Submission obtained written consent from such person (or his or her parent or legal guardian, if the person is a Minor) to the use of such person's Personality Rights, as applicable, in the Submission and the use by the Licensees (as defined in Section 6) of the Submission including such person's Personality Rights, as applicable, as permitted pursuant to these Official Rules; (d) the Submission must not contain any mailing address, phone number, social security number, or, except as permitted in clause (c) directly above, other personally identifying information of any person; (e) the Submission must not contain any material that violates or infringes upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable law or regulation, or the use of which by the Licensees as permitted pursuant to these Official Rules would require a license or permission from (other than pursuant to clause (c) above) or payment to any third party; (f) the Submission must not contain any material that is disparaging, defamatory, discriminatory, bigoted, threatening, indecent, violent, obscene or offensive; and (g) the Submission must not contain any material that Sponsor, in its sole discretion, deems inappropriate for public viewing, display and/or promoting Sponsor's or its Affiliates' content, authors and imprints. "Personality Rights" means the name, likeness, image, voice and biographical information of or any statement attributed to any person. By submitting a Submission, the entrant represents and warrants that the entrant has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary for the submitting of the Submission and to the use by the Licensees of the Submission as permitted pursuant to these Official Rules and to verify compliance with the foregoing requirements. Each entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents and, if requested by Sponsor, to obtain additional permissions, licenses and consents from the applicable parties in a form specified by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any Submission that Sponsor determines does not comply with these guidelines, or to require the entrant to make such changes to any Submission as are necessary to make it compliant. Sponsor will

also have the right to take such actions relating to its accounts as are permitted pursuant to the applicable platform's policies.

4. **WINNER SELECTION AND NOTIFICATION:** Following the conclusion of the Entry Period, five potential winner(s) will be selected in a random drawing conducted by Sponsor or its agent from among all eligible entries received during the Entry Period, utilizing an electronic or computer randomizing system. The odds of winning will depend on the number of eligible entries received. Potential winners will be notified via email message sent to the account used by the potential winner to enter the Sweepstakes. The potential winner is subject to verification of eligibility and may, in Sponsor's discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability or an Affirmation of Eligibility/Release of Liability, as determined by Sponsor, and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the potential winner's eligibility and confirmation of the releases and grant of rights set forth herein (as applicable, "Winner Verification Documents"), on or before the time of prize distribution. The potential winner may also in Sponsor's discretion be required to complete and return to Sponsor an IRS Form W-9 within seven days of attempted delivery of same. If the potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within seven days of attempted delivery of same, or if the potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsor's discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).
5. **PRIZE:** 5 Grand Prize(s) will be offered. The Grand Prize consists of UWCA Centennial anniversary branded promotional items. The approximate retail value ("ARV") of the Grand Prize is \$160 USD. The aggregate ARV of all prizes is \$800.00 USD. The exact value will depend on where the winner resides and market conditions at the time of prize fulfillment.

All prize details that are not expressly specified in these Official Rules will be determined by Sponsor in its discretion. The prizes will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive the prize is permitted, except in the discretion of Sponsor, which has the right to substitute the prize or any component of the prize with a prize or prize component of equal or greater value selected by Sponsor in its discretion. The prize consists only of the item(s) expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prizes or any component of the prize are the responsibility of the winner. If a prize component consists of digital content, entrant may need a compatible reading application to read the content. The prize is awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. All federal, state and

local taxes on the value of the prize are the responsibility of the winner. An IRS Form 1099 will be issued if required by law.

All prizes must be picked up in person on June 24, 2023 at Sponsor's Centennial Celebration (the "Event"), located at CityWalk Birmingham, 2200 9th Avenue North, Birmingham Alabama . Any winner forfeits all right and interest in any prize not picked up, in the location described in the notification email, by the end of the Event.

6. **GRANT OF RIGHTS:** By submitting a Submission, each entrant irrevocably grants to the Sponsor, each of Sponsor's Affiliates, and the agents and licensees of each of the foregoing (collectively, the "Licensees"): (i) a non-exclusive license to publish, display, reproduce, modify, edit, create derivative works based on and otherwise use the Submission, in whole or in part, and (ii) the right to use in connection with the Submission or any part of the Submission the entrant's social media user name or handle and likeness, and for winners the name, in perpetuity, throughout the world, in all media and formats whether now or later known or developed (including without limitation on Sponsor's websites and other social media channels), including without limitation for commercial use and in advertising and promotions, without further notice or compensation.
7. **RELEASE AND LIMITATION OF LIABILITY:** By entering the Sweepstakes, to the fullest extent permitted by applicable law, each entrant on behalf of himself or herself and anyone who succeeds to entrant's rights and responsibilities including without limitation entrant's heirs, executors, administrators, personal representatives, successors, assigns, agents, and attorneys, and with respect to minors entrant's parents and legal guardians (collectively the "Entrant Parties") releases Sponsor, each of Sponsor's Affiliates, the licensees and licensors other than Entrant Parties including authors of each of the foregoing, all other companies involved in the development or operation of the Sweepstakes, the successors and assigns of each of the foregoing and the directors, officers, employees and agents of each of the foregoing (collectively, the "Released Parties") from and against any and all claims and causes of action of any kind that entrant and/or the Entrant Parties ever had, now have or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the provision, acceptance or use of any prize or any component thereof, or any exercise by the Licensees of any of the rights granted in Section 6 above, including without limitation any and all claims and causes of action: (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, misappropriation, defamation, or violation of any other personal or proprietary right, (c) based upon any allegation of infringement of copyright, trademark, trade dress, patent, trade secrets, moral rights or any intellectual property right, or (d) or based upon any allegation of a violation of the laws, rules or regulations relating to personal information and data security. Each entrant on behalf of himself or herself and the Entrant Parties agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant on behalf of himself or herself and

the Entrant Parties assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of entering, communications or attempted communications with any entrant or Entrant Parties, the submission, collection, storage and/or processing of entries or the administration of the Sweepstakes. The term “Affiliate” of Sponsor means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Sponsor. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, or the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interests of the entity.

8. **GENERAL RULES:** Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Sweepstakes at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct, failure or refusal of any person or entity involved in the development or operation of the Sweepstakes (including without limitation any author) to comply with such party’s obligations in connection with the Sweepstakes, failure or unavailability of any website or social media channel, account or platform on which the Sweepstakes is to be offered or other cause beyond the control of the Sponsor corrupts the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order) or in the event of any change to the terms governing the use of entry method, or the application or interpretation of such terms. In the event of termination of the Sweepstakes, a notice will be posted on Sponsor’s social media account(s), and a random drawing will be conducted to award the prize from among all eligible entries received prior to the time of termination. Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor’s discretion, Sponsor determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of entry, or the Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsor or

(iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the registered user of the account used to submit the Submission on the applicable platform. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Sweepstakes, entrants on behalf of themselves, and to the extent permitted by law on behalf of the Entrant Parties agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

9. **DISPUTES:** By entering the Sweepstakes, each entrant on behalf of himself or herself and the Entrant Parties agrees that, to the maximum extent permitted by applicable law, (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes, or the provision, acceptance and/or use of any prize or prize component, will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrant if entrant lives in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will any entrant or Entrant Party be permitted to obtain any award for, and each entrant and Entrant Party hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrants, Entrant Parties and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Alabama in the United States of America without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Alabama. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in Jefferson County in the State of Alabama, waiving any right to trial by jury, and each entrant and Entrant Party consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Sweepstakes. In the event of any conflict

between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

10. **USE OF INFORMATION:** Personal information supplied is subject to applicable data protection laws and Sponsor's Privacy Notice at <https://www.uwca.org/privacy/>. By entering the sweepstakes, entrants acknowledge that they have read Sponsor's Privacy Notice and hereby agree to Sponsor's collection and use of their personal information in accordance with such laws and Privacy Notice.
11. **WINNER NAME AND RULES REQUESTS:** For the name(s) of the winner(s) (or, if Sponsor does not collect the name(s) of the winner(s), the user name(s) or handles of the winner(s)), which will be available two weeks after the conclusion of the Entry Period, or a copy of these Official Rules, send a self-addressed, stamped envelope to P.O. Box 320189 Birmingham, AL 35232. Winner name requests must be received by Sponsor within six months after the conclusion of the Entry Period.
12. **SPONSOR:** United Way of Central Alabama, 3600 8th Avenue South, Birmingham, AL 35232. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with your email client or any social media service or provider.