

## Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS), 18 YEARS/ AGE OF MAJORITY OR OLDER. VOID WHERE PROHIBITED.**

The following Sweepstakes Official Rules (“Official Rules”) apply to your participation in the San José State University (SJSU) Market Research Survey (the “Sweepstakes”) sponsored by SJSU in partnership with Logica Research.

Please read these Official Rules before entering the Sweepstakes. By submitting an entry, you agree to be bound by these Official Rules and you acknowledge that you satisfy all Sweepstakes eligibility requirements.

**Entry Period.** The Sweepstakes will begin on November 10, 2022 and end November 30, 2022 (“Entry Period”). All qualifying entries must be received by the end of the Entry Period to be eligible to win.

**Eligibility.** This Sweepstakes is open to individual legal residents of the 50 United States or the District of Columbia who are the age of majority in their state of residence as of the date of entry. VOID OUTSIDE OF THE UNITED STATES AND WHERE PROHIBITED BY LAW. Officers, directors, employees, or contractors of SJSU (and their immediate families and household members regardless of where they live), promotional partners, advertising/promotion agencies, and prize suppliers (“Sweepstakes Entities”) are not eligible to participate or win any prize. Employees or officials of any government entity are not eligible to participate or win a prize.

**How to Enter.** To enter the Sweepstakes, during the Entry Period open the link that you have received in the inbox of the email account registered with SJSU, then complete and submit the online Survey no later than November 30, 2022. After **completing and submitting** the Survey, you will be entered into a random drawing (the Sweepstakes) to win one of the Sweepstake Prizes.

Each entry shall qualify as one (1) entry into the Sweepstakes.

SJSU reserves the right to cancel the Sweepstakes at any time.

**Rules of Entry.** Limit 1 (one) entry per eligible person/email address during the Entry Period, regardless of method of entry. Persons who attempt to enter the Sweepstakes multiple times will only be entered up to the maximum allowed entries. The Sweepstakes is VOID WHERE PROHIBITED or restricted by law and is subject to all applicable federal, state and local laws and

regulations. SJSU reserves the right to ask for additional information at any time for purposes of determining entry eligibility or fraud prevention.

**Winner Selection Method; Odds.** SJSU will select 5 winners by random drawing in early December. The winner will be notified by email on or before the end of December at the email address in the Sweepstakes entry.

The odds of winning a prize depend on the number of entries received.

A prize winner may be required by SJSU to submit written acceptance of the prize, a waiver of liability, and/or proof of Sweepstakes eligibility. SJSU reserves the right to select an alternative potential winner, if any selected prize winner does not comply with the terms and conditions of these Official Rules.

**Prizes.** Five winners will receive a \$100 Amazon Gift card, one each. The Approximate Retail Value (“ARV”) of the prize is \$100.00 USD. The total ARV for all prizes is \$500 USD. Use of Amazon gift card subject to Amazon terms and conditions, found [here](#). Limit One prize per eligible entry.

Prizes will be emailed to the email address provided in the Sweepstakes entry on or before the end of December. Each prize winner will be responsible for providing a valid email address. Failure to provide a valid email address could disqualify entrant from winning a prize. If any potential winner rejects the prize, cannot be contacted within three (3) calendar days, fails to provide required information to fulfill the prize, or is disqualified for any reason, the potential winner forfeits the prize and SJSU may select an alternate potential winner by random drawing from among all remaining eligible entries. If applicable, there will be one (1) alternate drawing per prize, after which the prize will remain unawarded if not fulfilled. Upon prize forfeiture, no compensation will be given. Decisions of SJSU regarding Prize eligibility, distribution and determination are final. All potential winners are subject to verification by SJSU.

No substitution or transfer of prizes permitted, except at the sole discretion of SJSU. If any portion of a prize is unavailable SJSU reserves the right to substitute that portion of a prize with a prize of equal or greater value.

Each prize winner will be responsible for paying all costs and expenses related to the use of a prize including, but not limited to, applicable federal, state or local taxes, and any expenses that might reasonably be incurred by the prize winner in receiving or using the prize. Please consult a tax professional to discuss your particular situation.

Any prize not claimed under the terms of these Official Rules may be deemed, in SJSU’s sole discretion, to be forfeited.

**Information Submitted.** By entering the Sweepstakes, you grant SJSU and its affiliates with an irrevocable, worldwide, perpetual license to use your name and Sweepstakes entry in any

manner and in any medium for its promotional purposes without additional compensation, including posting in a winner's list, except where prohibited by law. SJSU may be required to disclose the information about each winner to state regulatory authorities. If submitting a survey to enter the Sweepstakes, you agree to answer truthfully and completely. You agree that SJSU may send marketing emails to the email address provided.

**Sponsor.** The Sponsor of the Sweepstakes is: San José State University, One Washington Square, San José, CA 95192.

**Additional Terms.** By entering the Sweepstakes, you agree to comply with these Official Rules, including all eligibility requirements. All entries will become the property of SJSU, unless prohibited by law, and will not be returned. Each entry will constitute an assignment of copyright or other rights associated with the entry to SJSU.

SJSU is not responsible for: (a) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error that may occur in the processing of entries; (b) any printing or typographical errors in any materials associated with the Sweepstakes; (c) any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or (d) injury or damage to your or any other computer or device resulting from downloading any materials in connection with the Sweepstakes. SJSU may, in its sole discretion, disqualify any individual found to be: (x) tampering with the entry process or the operation of the Sweepstakes or the Survey; (y) acting in violation of these Official Rules; or (z) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If you use robotic, automatic, programmed or similar entry methods, your entry will be disqualified.

The authorized email account subscriber name associated with any email address used to enter the Sweepstakes at the actual time of entry will be deemed to be the Sweepstakes entrant in the event of a dispute as to entries submitted by multiple users having the same email account. The authorized email account subscriber is the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domains associated with the submitted e-mail addresses.

**RELEASE; LIMITATION OF LIABILITY.** By entering the Sweepstakes, you agree (for yourself and your heirs) to release and hold harmless SJSU along with each of their respective affiliates and agents, and any entity involved in any aspect of the Sweepstakes (all aforementioned parties are collectively, the "Released Parties") from any and all liability, loss, harm, damage, injury, cost or expense whatsoever which may occur in connection with, preparation for, or participation in Sweepstakes, or possession, acceptance and/or misuse of prize or participation

in any Sweepstakes-related activity, including without limitation, property damage, personal injury and/or death, and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. In no event will the released parties be liable for any losses or damages of any kind, including without limitation attorney's fees, court costs, direct, indirect, incidental, consequential or punitive damages, arising from or related in any way, either directly or indirectly, from entrant's access to and/or participation in the Sweepstakes and/or acceptance, possession, use or misuse of a prize, even if such damages were caused or contributed to by the negligence of any of the released parties. The Sweepstakes, all prizes and all materials distributed in relation to the Sweepstakes are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. entrant agrees that in any cause of action, the released parties' liability will be limited to the cost of entering and participating in the Sweepstakes. Some jurisdictions may not allow for limitations of liability, but the foregoing limitations of liability shall apply to the maximum extent permitted by law.

**Governing Law; Waiver of Class Action; Disputes.** The Sweepstakes, including but not limited to the interpretation of these Official Rules, is governed by the laws of the State of California, without regard to its conflict of law principles. Entrants waive all rights to trial in any action or proceeding instituted in connection with this Sweepstakes, including, without limitation, these Official Rules. In the event of any dispute or claim arising out of or related in any way to the Sweepstakes, including but not limited to any prize or the interpretation of these Official Rules, entrant irrevocably agree to the exclusive jurisdiction and venue of the state and federal courts located in San Clara County, California.

**Privacy Notice:** All information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and [SJSU's Privacy Notice](#).

**List of Winner(s):** For a list of winners, please email [communications@sjsu.edu](mailto:communications@sjsu.edu).