- 1. Eligibility: The [Official Name] [Sweepstakes or Contest] is open to legal residents of [list eligible countries and/or states] who sign up at [Campaign URL]. Entrants must be [years of age or older] as of their date of entry in this promotion in order to qualify. This [sweepstakes/giveaway] is subject to federal, state, and local laws and regulations and void where prohibited by law. [Your company name]'s employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the [Official Name] [Sweepstakes or Contest].
- 2. Sponsorship. The sponsor is [Your Company Name] ("Sponsor"), located at [Your Company Address]. Sponsor will conduct the [Sweepstakes or Contest] substantially as described in these Official Rules.
- 3. Agreement to Rules: By entering this [Sweepstakes or Contest], the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this [Sweepstakes or Contest] the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this [Official Name] [Sweepstakes or Contest].
- 4. [Official Name] [Sweepstakes or Contest] Entry Period: This promotion begins on [Date] at [Time] [Time Zone] and ends on [Date] at [Time] [Time Zone] ("Entry Period"). To be eligible for the [Sweepstakes or Contest], entries must be received within the specified Entry Period.
- 5. How to Enter: Eligible entrants can enter The [Official Name] [Sweepstakes or Contest] by submitting an entry via the online form provided at [Campaign URL] As a participant, your entry

must fully meet all [Sweepstakes or Contest] requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

NOTE: you may want to incorporate additional details here based on other rules for your giveaway or contest. If participants may only enter once, specify that here. If there are bonus entries, you may want to mention how the entrant qualifies for those and any limitations on them, etc. Mention any and all limitations on entries. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the [Sweepstakes or Contest] at the Sponsor's sole discretion.

6. Prizes: The Winner(s) of the [Official Name] [Sweepstakes or Contest] (the "Winner") will receive [prizes and retail values of reach]. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

NOTE: if your contest has varying levels of prizes (grand prize, runners up, 1st/2nd/3rd place, etc.), you may want to itemize those prizes by level and specify the number of winners at each level.

Example: One Grand Prize shall be awarded. The Grand Prize consists of [what the prize consists of and retail value]. Ten Runners Up will be awarded with [what the prize consists of and retail value].

NOTE: if your prize is more than \$600 and you are conducting your giveaway or contest in the United States, you will need to collect the winner's social security number and issue a 1099 for tax purposes. Consider adding something like, "The Winner must provide the Sponsor with a valid Social Security number or taxpayer-identification number before the Sponsor can award the prize. [A Form 1099 will be issued to Grand Prize winner.]

- 7. Odds: The total number of eligible entries received determines the odds of winning.
- 8. Selection and Notification of Winner: The Winner will be selected by [a random drawing, community vote, a panel of judges assessing skills, etc.] under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by [specify how you plan to contact Winner(s) -- email, phone, etc.] within [five, ten, etc. (#)] days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within [xx days] from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the [Official Name] [Sweepstakes or Contest]) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this [Sweepstakes or Contest], You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media

known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the [Official Name] [Sweepstakes or Contest], and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

NOTE: if you're conducting a contest based on participants submitting photos, writing, or other work, you may want to consider adding language about how entries must be original work and not violate anyone's proprietary or intellectual property rights. You could also include the consequences for entries that infringe upon the intellectual property rights of others (disqualification of the participant) and any claims that arise as a result of infringement ("You shall defend or settle against such claims at your sole expense, and You shall indemnify, defend and hold harmless the Sponsor from any suit, etc.)

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the [Official Name] [Sweepstakes or Contest] should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the [Official Name] [Sweepstakes or Contest]. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the [Sweepstakes or Contest] or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the [Official Name] [Sweepstakes or Contest], to void votes for any reason, including, but not limited to: [identify any disallowed entry methods that will result in votes/entries being voided; examples: multiple entries from the same user; multiple entries from the same computer beyond the number

allowed by the [Sweepstakes or Contest] rules; or the use of bots, macros, scripts, or other technical means for entering.] Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the [Official Name] [Sweepstakes or Contest] may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

- 11. Limitation of Liability: Your entry into this [Sweepstakes or Contest] constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the [Sweepstakes or Contest] and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.
- 12. Disputes: THIS [SWEEPSTAKES OR CONTEST] IS GOVERNED BY THE LAWS OF [YOUR COUNTRY] AND [YOUR STATE OR PROVINCE], WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this [Sweepstakes or Contest], they shall be individually resolved exclusively before a court located in [your state or province] having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the 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

[Sweepstakes or Contest]). The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the [your company name] website. Click here [link to privacy policy] to read the Privacy Policy.

NOTE: a privacy policy might be optional. However, use of a privacy policy may be required based on the laws where you live or where your participants live, the type of promotion you're running when using third-party platforms or features from social media channels. One benefit of including Privacy Policy information is that you make clear to your participants how you will use their information.

- 14. Winners List: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: [company name] [address] [city] [state/province] [postal code] [country]. Requests must be postmarked no later than [date, time, timezone].
- 15. [Social Media Channel-Specific Rules]: [here you should add any rules specific to the channels you will use for the contest. For example, Facebook requires that you include the following verbiage if you plan to use Facebook to communicate or administer your contest or sweepstakes: The [Sweepstakes or Contest] hosted by [your company name] is in no way sponsored, endorsed, administered by, or associated with Facebook.]
- 16. ___ By checking here, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.