## What We're Thankful For – School Promotion

## **OFFICIAL RULES**

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

This promotion ("Promotion") begins on November 1, 2018 at 12:00 AM Mountain Time ("MT") and ends on November 30, 2018 at 12:00 AM MT ("Promotion Period"). The time shall be determined by Sponsor's timekeeping systems. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Promotion.

Open only to legal residents of the United States who are at least 18 years old and the age of majority in their jurisdiction of residence and who have a valid PayForIt.net or payschoolscentral.com account as of date of entry. Void wherever prohibited by law. Employees of Sponsor and its affiliates, subsidiaries, advertising and promotion agencies, prize suppliers, including any vendors providing services in connection with this Promotion (collectively, the "Sponsor Affiliates") and the immediate family members (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and/or those living in the same household of Sponsor or Sponsor Affiliates are not eligible. By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor. Both PayForIt.net and payschoolscentral.com accounts are free and can be obtained by registering at the PayForIt.net or payschoolscentral.com websites.

**TO ENTER:** During the Promotion Period, you may enter the Promotion by completing the following steps:

- 1) visit www.PayForIt.net, www.payschoolscentral.com or www.locallevelevents.com; and
- 2) either (i) complete a transaction using your American Express Card through your account; or (ii) follow the instructions at www.PayForIt.net or your inbox at www.payschoolscentral.com to fully complete the official entry form without making a transaction and click the Enter/Submit button; or (iii) submit an entry at: https://www.locallevelevents.com/events/details/5996.

You will receive one (1) entry into the Promotion each time you follow the above steps. Note that you must have an account at either <a href="www.PayForIt.net">www.PayForIt.net</a> or <a href="www.payschoolscentral.com">www.payschoolscentral.com</a> to enter the Promotion.

There is no limit on the number of entries that may be obtained through the above methods; provided, that there is a limit of one prize per PayForIt.net, payschoolscentral.com account. No mechanically reproduced entries of any kind permitted. Incomplete entries are void. In the event of a dispute over who submitted an online entry, the entry will be deemed to have been submitted by the authorized account holder of the PayForIt.net or payschoolscentral.com account. The authorized account holder is deemed to be the natural person who is assigned to the PayForIt.net, or payschoolscentral.com account. Entries become the property of Sponsor and will not be returned.

**WINNER SELECTION:** Winner(s) will be selected by random drawing on or about December 1, 2018 from all eligible entries received. Winners will be notified on or about December 1, 2018.

Decisions of Sponsor are final on all matters. Odds of winning will depend upon the number of eligible entries received.

**PRIZE(S):** Upon verification of eligibility and compliance with these rules, a winner will receive a cash prize in the following amount:

- A. \$25. There will be 136 winners in this category (i.e., 136 separate winners will each receive \$25).
- B. \$50. There will be 100 winners in this category (i.e., 100 separate winners will each receive \$50).
- C. \$100. There will be 50 winners in this category (i.e., 50 separate winners will each receive \$100).,

Prize money will be posted to each winner's student(s) PaySchools Central or PayForIt.net lunch account directly (i.e., no money will be sent directly to a winner).

Prizes consist of only the individual cash amounts listed above. No substitution or transfer/assignment of prize by winners permitted. Prizes are awarded "AS IS." Sponsor makes no representations or warranties of any kind, express or implied, about any prize, and hereby disclaims, to the extent allowed by law, all warranties including but not limited to, implied warranties or merchantability or fitness for a particular purpose. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

All costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor.

WINNER NOTIFICATION AND RELEASES: On or around December 1, 2018, Sponsor shall notify the potential winner(s). The potential prize winner(s) will be contacted via email, to the email address on the winner's PayForIt.net or payschoolscentral.com account, or to the email account that was used to enter the Promotion at https://www.locallevelevents.com/events/details/5996. Selected winners will be awarded prize money on the corresponding PayForIt.net or payschoolscentral.com student lunch account(s). For winners that have separate lunch accounts (related to multiple students) that are tied to a corresponding email address in PayForIt.net and or payschoolscentral.com, the prize money will be equally split among those accounts. The potential prize winner(s) may be asked to provide confirmation that he or she is the owner of the relevant PayForIt.net or payschoolscentral.com account. Each potential winner may be required, in Sponsor's sole discretion, to complete and return an Affidavit of Eligibility and/or a scan or photo of legal ID, before claiming the prize. All forms must be postmarked within 10 days of the date on notification materials if return is requested via mail or forms must be completed before receipt of any prize. Noncompliance within this time period and/or return of any prize/prize notification as undeliverable may result in disqualification and an alternate potential winner may be randomly selected from all remaining eligible entries. Sponsor reserves the right to substitute any prize with prize of equal or greater value in its sole discretion.

PUBLICITY AND MARKETING: Submission of an entry in the Promotion constitutes permission to the Sponsor to use entrant's name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, social media handles and identities, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Promotion (whether or not required), including without limitation mailing address, phone number and email address during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Promotion and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (available at www.payforit.net and payschoolscentral.com) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails). You understand that you are providing your information to Sponsor and the information you provide will only be used in accordance with Sponsor's Privacy Policy.

LIABILITY RELEASE & INDEMNIFICATION: By entering this Promotion, you agree to release, discharge and hold harmless Sponsor, Sponsor Affiliates, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Promotion or any Promotion-related activities (including, without limitation, any event attended as part of a prize) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the entrant in connection with the Promotion; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Promotion; acceptance, possession, misuse or use of any prize or participation in any Promotion-related activity or participation in this Promotion; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Promotion.

OTHER TERMS: Sponsor is not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Promotion, whether caused by computer, technical or human error. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion whether caused by computer, technical or human error. Sponsor reserves the right to cancel or modify the Promotion or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Promotion; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Promotion as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify, freeze or prohibit the participation

of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. Any attempt to undermine the operation of this Promotion is a violation of criminal and civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law.

GOVERNING LAW & JURISDICTION: Sponsor's total liability for any damages, costs, expenses and any other expenses arising from the Official Rules and the Promotion shall be limited to the aggregate amount of the prizes listed above. Sponsor shall not be liable for any indirect, special, consequential or punitive damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Promotion shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions (whether of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Tennessee. The courts of Tennessee in Davidson County shall be the exclusive forum for any dispute relating to these Official Rules and/or this Promotion. All participants and winners agree, by their participation in the Promotion, to submit to the personal jurisdiction of the courts of Tennessee in Davidson County and waive the right to contest jurisdiction.

**SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**WINNERS LIST:** Sponsor will announce all winners on the PaySchools Facebook Page at <a href="https://www.facebook.com/PaySchools-285654541495374/">https://www.facebook.com/PaySchools-285654541495374/</a>.

**SPONSOR:** CP-DBS, LLC dba PaySchools, 40 Burton Hills Blvd., Ste. 415, Nashville, TN 37215.

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