

# **OFFICIAL RULES 2019 WEST DAKOTA CHEVY DEALERS SCHOLARSHIP FUND CONTEST**

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

**BY PARTICIPATING IN THIS PROMOTION, YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AS PROVIDED BELOW IN THE *HOW TO ENTER SECTION*. SEE ALSO STUDENT'S PERSONAL INFORMATION SECTION, BELOW.**

**ELIGIBLE MINORS MUST OBTAIN PERMISSION FROM THEIR PARENTS OR LEGAL GUARDIANS BEFORE PARTICIPATING IN THIS PROMOTION**

THE WEST DAKOTA CHEVY DEALERS SCHOLARSHIP FUND CONTEST (THE "CONTEST") BEGINS AT 10:00 A.M. CENTRAL TIME ("CST") ON FEBRUARY 4, 2019, AND ENDS ON APRIL 3, 2019, AT 4:00 P.M., CST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE CONTEST.

**ELIGIBILITY:** THE CONTEST IS OPEN ONLY TO STUDENTS WHO, AT THE TIME OF ENTRY, ARE LEGAL RESIDENTS OF THE STATES OF NORTH DAKOTA AND WHO ARE CURRENTLY ENROLLED AS A FULL-TIME STUDENT AS A HIGH SCHOOL JUNIOR (11<sup>th</sup> GRADE), SENIOR (12<sup>th</sup> GRADE), OR A HOME-SCHOOLED STUDENT OF EQUIVALENT GRADE LEVEL AND WHO RESIDE OR ATTEND SCHOOL IN ONE OF THE THIRTY-ONE (31) COUNTIES LISTED IN THE CHART BELOW\* ("STUDENT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. IF STUDENT IS A MINOR, AS DEFINED BY THE JURISDICTION OF THE STUDENT'S PRIMARY RESIDENCE ("MINOR"), PERMISSION OF A PARENT OR GUARDIAN IS REQUIRED TO PARTICIPATE IN THE CONTEST. IN THE CASE OF A STUDENT WHO IS A MINOR, HIS/HER PARENT OR LEGAL GUARDIAN WILL BE RESPONSIBLE FOR THE ACCEPTANCE OF THE PRIZE AND ALL TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO SIGNING ANY WAIVER OF LIABILITY. Employees of Chevrolet Motor Division, General Motors LLC, West Dakota Chevy Dealers Advertising Association ("Sponsor"), Synergy Powered by EventLink ("Administrator"), Jack Morton Worldwide, Agency 720, and their respective parent companies, affiliates, subsidiaries, dealerships, distributors, and their advertising and promotion agencies (collectively the "Released Parties"), and the members of their immediate families (spouses, parents, stepparents, siblings, stepsiblings, children, stepchildren, and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

<b>NORTH DAKOTA COUNTIES</b>
ADAMS
BILLINGS
BOTTINEAU
BOWMAN
BURKE
BURLEIGH
DIVIDE
DUNN
EMMONS
GOLDEN VALLEY
GRANT
HETTINGER

KIDDER
LOGAN
MCHENRY
MCINTOSH
MCKENZIE
MCLEAN
MERCER
MORTON
MOUNTRAIL
OLIVER
PIERCE
RENVILLE
SHERIDAN
SIOUX
SLOPE
STARK
WARD
WELLS
WILLIAMS

**AGREEMENT TO THE OFFICIAL RULES:** By participating, participants (defined as Students and nominators) agree to be bound by these Official Rules and the decisions of the Sponsor and/or Administrator and Judges, which are binding and final on all matters relating to this Contest. This Contest is subject to all applicable federal, state, and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** There will be a total of six (6) Contest winners, including one (1) Grand Prize Winner and five (5) Runner Up Winners.

**VIA WEBSITE:** Students must nominate themselves. Visit the website <http://westdakota.chevyscholars.com> (the "Entry Page"). Once on the Entry Page, please review the Rules and fully complete and submit the application ("entry"). All entries require a school photo and a video essay submission (between one (1) to ten (10) minutes in length), explaining why the Student is a deserving winner, including their community, volunteer, academic and extracurricular activities, and academic achievement, as well as the Student's name, age, address, phone number, email address, grade level, high school name, high school city/state, parent/guardian's name and contact number, anticipated graduation date (month/year). Chevrolet logo or branding tie in of some form is highly encouraged in the submission. If you are a Minor, you must also have your parent or legal guardian agree to the Terms and Conditions and the Official Rules by electronically signing the Application. You are considered a "Minor" for purposes of the Contest if, at the time of entry, you are under 18 years of age. **Entry Deadline: ENTRIES MUST BE SUBMITTED BY 11:59 P.M. CST ON MARCH 4, 2019.** There is a limit of one (1) entry per nominee. All entries become the property of the sponsoring Chevy dealers and will not be returned and may be used by the sponsoring Chevy dealers for any purpose and in any media in perpetuity. Before scholarship funds will be awarded, all information submitted on the application by the student will be verified. If ANY false or misleading information is submitted on the application, the student will be disqualified without notification to the Student or nominator.

**LIMIT:** There is a limit of one Entry per Student. In the event of receipt of multiple entries from the same Student, only the first entry will be considered. Nominators may nominate more than one Student. No mechanical reproductions of entry forms permitted. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, registrations or any other methods may void that Student's entries and that Student may be disqualified. Participants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Administrator will not accept submissions

from wireless domains, blacklist domains, or any email address Administrator deems to be potentially harmful to the Entry page. Use of any automated system to participate is prohibited and will result in disqualification.

**WINNER SELECTION:** Winner selection period will run March 5, 2019 and ends on March 25, 2019 at 11:59 P.M. CST. Fifteen (15) "Semi-Finalists" will be selected from the qualified nominations received by the entry deadline by a panel of judges consisting of (5) five members of the Administrator beginning on March 5, 2019. Semi-Finalists will be asked to fill out a release form to participate as a Semi-Finalists. Judges will select the Semi-Finalists based on the following: their community, volunteer, academic and extracurricular activities, as well as academic achievement. The fifteen (15) Semi-Finalists will then be narrowed down to six (6) "Finalists" by the West Dakota Chevy Dealers Advertising Association Executive Board of Directors. The Board of Directors will choose the Finalists based on whom they deem the most well-rounded students based on their community, volunteer, academic, application materials, and extracurricular activities. Out of the five (5) categories listed, finalists can receive up to twenty (20) points per category. The Board of Directors panel will rate each student finalist from zero (0) to twenty (20) in each category to determine the Grand Prize winner and Runner Up winners. The Student with the most points will be judged the Winner of the Grand Prize (subject to verification)

**FINALISTS REVEAL DATES:** On March 26, 2019, March 27, 2019, March 28, 2019, March 29, 2019, and April 1, 2019 at 4:00 P.M. CST the Sponsor will reveal a Finalist in no particular order. On April 3, 2019, the Sponsor will reveal the Grand Prize winner for the \$5,000 prize.

All potential winners are subject to verification of eligibility and compliance with the terms of these Official Rules. Potential winners will be contacted by the Administrator by telephone and/or email, and potential winner (or if a Minor, Minor's parent or legal guardian) will be required to complete and return an affidavit of eligibility, liability release, and except where prohibited by law, a publicity release form ("affidavit/release") within seven (7) days of receipt. In the event of a tie among Entries for a Contest Prize winner(s) is/are determined. The decision of the judges is final. No prizes will be awarded to voters. If a potential winner's notification is rejected, returned, or deemed undeliverable or a potential winner fails to execute and return the affidavit/release within the specified time, forfeits the prize, or if he/she is otherwise ineligible under the Official Rules to receive a prize, that potential winner will be deemed ineligible and the prize will be awarded to an alternate selected by the Sponsor, who may, in its sole discretion, award the prize to the Finalist with the next highest number of votes (in the event of the potential Grand Prize Winner's ineligibility) or choose not to award that prize. In the event that all Finalists are determined to be ineligible the Sponsor may, in its sole discretion, award prize(s) to alternate winners chosen by the judges based upon the specific judging criteria used to determine the Finalists from among the Semi-Finalists or from among all eligible Students in the Contest. Grand Prize winner will be required to provide their social security number or tax identification number for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the cash value of the Grand Prize. Unclaimed prizes will not be awarded.

**GRAND PRIZE:** One (1) Grand Prize winner will be revealed on April 3, 2019.

- Grand Prize of \$5,000 cashier's check.

**RUNNER UP PRIZE:** The remaining five (5) finalists will each receive a Runner Up Prize.

- Runner Up prize of \$500 in a cashier's check.

Approximate Retail Value ("ARV") of all prizes in the contest is \$7,500.00.

ODDS OF WINNING ARE DEPENDENT ON A MULTITUDE OF FACTORS, INCLUDING THE NUMBER OF ELIGIBLE ENTRIES AND VOTES RECEIVED, AS WELL AS THE STUDENT'S INDIVIDUAL ACHIEVEMENTS, AND CANNOT BE DETERMINED WITH ANY DEGREE OF CERTAINTY.

**GENERAL PRIZE RESTRICTIONS:** Scholarship money will be paid in the form of a check made out to the winner (or winner's parent/legal guardian in the case of a minor), from Administrator. **Winners and/or their legal guardians are responsible for all costs associated with their individual prize, including but not limited to all federal, state, and local taxes (including income and withholding taxes) and any other expenses related to the acceptance**

**and use of a prize specified herein.** Prizes may not be transferred or assigned (except to winner's parent/legal guardian in the case of a minor). No substitution may be made, except by the Sponsor and/or Administrator, who reserve the right to substitute the Prizes in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor and/or Administrator in its sole discretion. Except where prohibited by law, acceptance of a Prize constitutes permission for Sponsor to use winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use. All prize details are at Administrator's and/or Sponsor's sole discretion.

**SUBMISSION GUIDELINES:** Submissions must (i) be your own original work, created solely by you, and be the exclusive property of you alone; (ii) not have been previously published, released or distributed in any form; and (iii) not have won any prior awards or competitions. Nominations (and the accompanying essay and headshot) may or can be disqualified if, in the opinion of the Sponsor, they: (a) are sexually explicit or suggestive, violent, derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) are obscene or offensive, endorse any form of hate or hate group; (d) infringe upon or include third-party trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (e) contain copyrighted materials owned by others; (f) contain materials embodying the names, likeness, or other indicia identifying any person, living or dead; or (g) suggest, or are in violation of, any law. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the contest entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Promotional Period, to request that any Student resubmit his or her entry that fails to comply with the contest entry requirements before any judging period.

**USE OF SUBMISSIONS:** By submitting an entry, you agree that your submission, video, and headshot is gratuitous and made without restriction and will not place Released Parties under any obligation and that Released Parties are free to otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by their employees, or obtained from sources other than you. Released Parties reserve the right to, and may or may not, monitor/screen entries prior to posting them to the website. By entering, you acknowledge that Released Parties have no obligation to use or post any entry you submit. By submitting an entry, you warrant and represent that: (a) it is your original work, (b) it has not been previously published, (c) it has not won previous awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) you have obtained permission from a person whose name or likeness is used in the entry and (f) publication of the entry via various media, including web posting, will not infringe upon the rights of any third party. If someone else takes a picture of you, you MUST have their consent to use the picture that you submit. Any such participant will indemnify and hold harmless Released Parties from any claims and damages to the contrary (including reasonable attorney's fees). By accepting a prize, the winner (or nominator) agrees that its entry will be deemed a work made for hire under the copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her entry, including all but not limited to all, copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor all rights of "droit moral" or "moral rights of authors" or any similar rights or principles of law that winner may now or later have to their entry. Sponsor reserves the right to alter, change or modify the winning entry in its sole discretion. Upon request of Sponsor, a winner shall execute and deliver such additional instrument of assignment as may be solely deemed by Sponsor reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and "moral rights of authors" waived under these Official Rules. Student agrees that the Released Parties are not responsible for any unauthorized use of entries by third parties.

Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment. Further, Sponsor may request from a winner that the winner secure from any photographer an irrevocable assignment and transfer to Sponsor all of any photographer's right, title and interest in and to the winner's entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The photographer may be required to waive in favor of Sponsor all rights of "droit moral" or "moral rights of authors" or any similar rights or principles of law that the photographer may now or later have in the entry. Should Sponsor fail to request the said photographer assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment(s).

By submitting an entry you grant Sponsor and its agents the right to publish, use, adapt, edit and/or modify the entry and each element thereof in any way, in commerce and in any and all media worldwide, without limitation and without consideration to the Student. Submission of an entry further constitutes the Student's (or his/her parent's or guardian's) consent to irrevocably assign and transfer to the sponsor any and all rights, title and interest in and to the entry, including, without limitation, all intellectual property rights as set forth above. By entering, Students (or his/her parents or guardians) agree that Released Parties are indemnified, released and will be held harmless by Students from any and all liability for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of a prize or his/her participation in the contest or any contest-related activity. By entering, winner grants (and agrees to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the world wide web, without review, notification, approval or additional compensation, unless prohibited by law.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each Student (or his/her parent or guardian) represents and warrants he/she has not engaged or taken part in (or induced or encouraged anyone else to do so) any activity or conduct in connection with this contest that may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living things or any property; may or is likely to create a risk of any other loss or damage to any person, living thing or any property; is or may constitute a crime, unlawful or non-consensual activity (e.g., conduct that could lead to criminal prosecution), tortuous conduct (e.g., conduct that could lead to civil prosecution). Each Student hereby agrees to indemnify and hold the Released Parties harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Student hereunder. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such.

**GENERAL CONDITIONS/RELEASE:** By participating (a) participants (Students, voters, and nominators) (and if participants is a Minor, participant's parent or legal guardian) release Released Parties from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of a prize; (b) (and if participants is a Minor, participant's parent or legal guardian) participants agree that Released Parties will have no liability whatsoever and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize(s) (including any travel or activity associated thereto) or participation in this Giveaway; and (c) ) participants ((and if participant is a Minor, participant's parent or legal guardian) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, a prize quality or availability. Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry or voting information or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Contest. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Contest materials, the administration of the Contest, or the announcement of the prize winner, including any such error

as may give an erroneous indication that a prize has been won. In no event will more than the stated number of prizes be awarded. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS GIVEAWAY, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR ADMINISTRATOR RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor and/or Administrator reserve the right to amend the Contest dates or Rules at any time without prior notice or obligation to you. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Students, voters, technical failures or any other causes which, in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Administrator reserves the right, at its sole discretion, to disqualify any suspect Entry or Student and to cancel, terminate, modify or suspend the Contest. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://westdakota.chevyscholars.com> and the determination of the Winner may be made from among all eligible, non-suspect Entries received as of the date of the termination, cancellation or suspension as Administrator determines in its sole discretion. Entries not complying with these Official Rules are subject to disqualification.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Participants (including Students or nominators) (and if participant is a Minor, participant's parent or legal guardian) agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Hennepin County, Minnesota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant 's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of North Dakota, without giving effect to any choice of law or conflict of law rules (whether of the State of North Dakota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of North Dakota.

**FACEBOOK:** This Contest is not sponsored, endorsed, administered by, or otherwise associated with, Facebook in any way, shape or form. All information provided by participants in connection with this Contest is being provided solely to the Sponsor and not to Facebook. By entering this Contest, participants forever release and discharges, and agrees to hold harmless, Facebook together with its subsidiaries and affiliates for any and all claims, causes of action, liabilities and damages whatsoever, without limitation. This Contest's involvement of Facebook is being conducted in accordance with Facebook's rules and regulations ([https://www.facebook.com/promotions\\_guidelines.php](https://www.facebook.com/promotions_guidelines.php)).

**WINNER'S NAME:** The name of the Prize winners will be available after May 30, 2019, and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, THE WEST DAKOTA CHEVY DEALERS SCHOLARSHIP FUND CONTEST c/o Synergy Powered by EventLink, 100 W. 22<sup>nd</sup> St., Lombard, Illinois 60148, for receipt no later than July 2, 2019.

**ENTRANT'S PERSONAL INFORMATION:** Any personally identifiable information collected during a participant's participation in this Giveaway will be collected by Administrator in accordance with its privacy policy ([www.synmp.com/privacy](http://www.synmp.com/privacy)) and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Giveaway as described in these Official Rules and in accordance with Sponsor's Privacy Statement located at (<https://www.gm.com/privacy-statement.html>). By entering the Giveaway, you agree to all of the terms and conditions of the Sponsor's Privacy Statement.

**SPONSOR:** West Dakota Chevrolet Dealers Local Marketing Association, 1800 South Broadway, Minot, ND, 58701.

**ADMINISTRATOR:** Synergy Marketing Partners, 100 W. 22<sup>nd</sup> St., Lombard, Illinois 60148.