## FOCUS ON THE FAMILY JOHN AVERY WHITTAKER 2017 AWARDS CONTEST OFFICIAL RULES

IF YOU DO NOT RESIDE IN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THIS CONTEST.

Participation in the Focus on the Family "John Avery Whittaker 2017 Awards" contest (the "Contest") is contingent on your full and unconditional agreement to and acceptance of these Official Rules. The Contest is sponsored by Focus on the Family, 8605 Explorer Drive, Colorado Springs, CO 80920 ("Sponsor").

- 1. NO PURCHASE IS NECESSARY.
- **2. CONTEST.** The contest will be held between September 1 and October 31, 2017 (Mountain Time) (the "Contest Period").
- 3. ENTRY. To enter the Contest, in 30 words or less tell us about someone who has impacted your life by living out their Christian faith and impacting their world for the better ("Nominee") by completing the form found at Whitsend.org/award. The Nominee must be someone you know or have known personally, living or dead. Entries must be submitted by email to <a href="mailto:contests@whitsend.org">contests@whitsend.org</a>. All entries must be received by Sponsor during the Contest Period. For contestants under 18, you must have your parent (or legal guardian) submit your entry. Contestants 18+ may email the entry themselves. During the Contest Period, you may submit entries for more than one Nominee, but you may submit only one entry per Nominee.

The entry must be your original work, must be factual, and must not have been previously published in any form. It may not be offensive or defamatory as determined by Sponsor. No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of Sponsor and will not be returned. Receipt of entries will not be acknowledged. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering, you agree to the terms and conditions of these Official Rules and to the display of your entry, in whole or in part, in any manner and media.

**ELIGIBILITY.** Participation in the Contest is open to individuals who are legal residents of the fifty United States or the District of Columbia who are at least eight (8) years of age at the time of entry. Proof of eligibility may be required. Void outside of the 50 United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers & directors of Focus on the Family, its Contest advertising and promotion agencies, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/ officers/ directors are not eligible to enter. Entrant must be an individual person; group entries are not permitted.

- **WINNER SELECTIONS.** All entries will be screened for compliance with these Official Rules by Sponsor's panel of judges. Sponsor's decisions are final. One winning entry will be chosen daily from among valid entries received to date, from November 1 to 20, 2017, for a total of twenty (20) daily winners. Then on or about November 22, 2017, one (1) grand prize winner will be chosen from among valid entries received. The grand prize winner need not be one of the daily winners. Entries will be judged based on based on originality, creativity, and appropriateness to theme.
- **6. PRIZE.** Each daily winner will receive Adventures in Odyssey resources valued at approximately \$35. The grand prize winner will receive Focus on the Family resources valued at approximately \$400 and a one-year subscription to the Adventures in Odyssey Club valued at \$120. The Nominee of the grand prize winner will also receive a one-year subscription to the Adventures in Odyssey Club.

Prize may not be assigned, transferred, changed, or redeemed for cash, except at Sponsor's sole discretion. No cash alternative will be offered. No substitutions of prize, except that Sponsor may substitute any portion of a prize with something of equal or greater value, in Sponsor's sole discretion. Any portion of a prize not accepted by a winner is forfeited. All federal, state and local taxes are the sole responsibility of the winner and Nominee.

- 7. NOTIFICATION. The potential winners will be notified within ten (10) days of selection. The potential winners and Nominee may be required to sign and return an Affidavit of Eligibility and/or Liability/Publicity Release form, within ten (10) days of receipt. If any prize or prize notification is returned as undeliverable, if a potential winner rejects his/her prize, if (at Sponsor's discretion) potential winner (or parent/legal guardian, if applicable) or Nominee does not sign and return the requested forms within ten (10) days of receipt, or in the event of noncompliance with these Official Rules, the prize will be forfeited and Sponsor reserves the right, but has no obligation, to select an alternate winner from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.
- 8. **CONDITIONS.** Participation in this Contest and acceptance of a prize constitutes entrant's permission for Sponsor to (a) use his/her name, address (city and state), likeness, photograph, picture, voice, biographical information, entry and/or any statements made by entrant regarding the Contest or Sponsor and (b) copy, edit, use in any medium and manner, in whole or in part, the entry submitted for any purpose without notice or additional compensation, except where prohibited by law. By participating, entrant agrees to release and hold harmless Sponsor and Sponsor's advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, licensees, partners, representatives, agents, successors, assigns, and the employees, officers and directors of each of them, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with entrant's participation in this Contest, or possession, acceptance and/or use, misuse or non-use of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, terrorism, natural disasters, weather, acts of terrorism, or any other events outside of Sponsor's control. Entrants who do not comply with these Official Rules or attempt to interfere with this Contest in any way will be disqualified.
- **9. ADDITIONAL TERMS.** No automatic, programmed; robotic or similar means of entry are

permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in Sponsor's sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in Sponsor's sole discretion) virus, bug, non-authorized human intervention, fraud or other cause beyond its control corrupt or affect the administration, security, fairness or proper conduct of this Contest or for any other reason Sponsor deems it necessary. In such case, Sponsor may, at its discretion, select the winners from all eligible entries received unaffected by the problem. Sponsor reserves the right, at its sole discretion, to disgualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of this Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of this Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THE PERPETRATOR TO THE FULLEST EXTENT PERMITTED BY LAW. THE COLORADO COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS CONTEST AND THE LAWS OF THE STATE OF COLORADO SHALL GOVERN THIS CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO AND HEREBY SUBMITS TO THE JURISDICTION AND VENUE OF THESE COURTS.

- **10.** <u>USE OF DATA.</u> Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <u>www.focusonthefamily.com/</u> about\_us/privacy\_policy.aspx. By participating in this Contest, entrant hereby agrees to Sponsor's collection and usage of entrant's personal information and acknowledges that entrant has read and accepted Sponsor's privacy policy. By entering the Contest, you agree that Sponsor may send you advertising, promotional, and other informational material. You may opt out of receiving these materials at any time by notification to Sponsor.
- 11. OWNERSHIP OF ENTRY. By submitting an entry, you acknowledge and agree that: (a) Sponsor will own your entry, and (b) as between you and Sponsor, Sponsor will own all publishing rights in and to the entry. Each entrant hereby irrevocably grants, transfers, sells, assigns and conveys to the Sponsor, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the entry and the written response submission(s) for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have in the entry submitted by him or her.

12. <u>LIST OF WINNERS</u>. The identity of the winners (first name, age and/or state) will be available by sending a self-addressed, stamped envelope to: Winners List – Focus on the Family "John Avery Whittaker 2017 Awards" Contest, 8605 Explorer Drive, Colorado Springs, Colorado 80920, postmarked within sixty days after the end of the Contest Period.