



## **Girl Scouts of the USA's Cookie Troop 100 Challenge Official Rules ("Official Rules")**

### **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CHALLENGE.**

**A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED.**

#### **1. CHALLENGE DESCRIPTION:**

The Girl Scouts of the USA's Cookie Troop 100 Challenge ("Challenge"), sponsored by the Girl Scouts of the United States of America ("Sponsor"), allows eligible troops ("Entrants") to complete an entry form—confirming they have set a troop goal and indicated their plans for the cookie money, earned a cookie business badge, and as a troop, asked 100 new customers to buy cookies—and submit a photo with their decorated Girl Scout Cookie Booth through the Sponsor's website, [www.girlscouts.org/cookietroop100](http://www.girlscouts.org/cookietroop100), to enter a user generated photo gallery. The prize winners will be the Entrants who are randomly selected by the Sponsor who has submitted and complied with all of the terms and conditions of these Official Rules ("the Prize Winners"). The Prize Winners will receive a \$100.00 cash prize and one Grand Prize Winner will receive a \$3,000 cash prize.

#### **2. SWEEPSTAKES PERIOD:**

Entry into the Challenge by submitting a photo and completing the entry form through the Sponsor's website starts on January 3, 2017 at 12:00 a.m. ET and ends on April 30, 2017 at 11:59 p.m. ET ("Promotional Period"). The Sponsor's clock is the official clock and sole determinant for the purposes of a valid entry in the Challenge.

#### **3. ELIGIBILITY:**

The Challenge is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are thirteen (13) years or older as of the date of entry. If the Potential Prize Winners or Prize Winners are under eighteen (18) years of age (or under nineteen (19) years of age in Nebraska and Alabama), she or he must have parental approval to enter the contest and claim the Prize, which includes the winners' parents or guardian providing permission to use the submission and providing a publicity release consistent with Sections 7 and 8 below. The Challenge is void where prohibited by law. With the exception of troop leaders, the Challenge is not open to any employees, directors, or officers of the Sponsor or of Sponsor's parent companies, subsidiaries, or affiliated councils, and the immediate family members (defined as spouse, parent, child, sibling, and their respective spouses, regardless of where they live) and household members (whether related or not) of such employees.

#### **4. HOW TO ENTER:**

TO PARTICIPATE, ENTRANTS MUST:

- Set a troop goal and share the plan for their cookie money
- Earn a Cookie Business badge (troop members)
- As a troop, try to ask 100 new customers to buy cookies
- Bling Your Booth (creatively decorate your Girl Scout Cookie booth)
- Take a photo of your troop in action at your decked-out booth ("Submission Photograph")
- Upload it to the Sponsor's website, [www.girlscouts.org/cookietroop100](http://www.girlscouts.org/cookietroop100)
- Complete the entry form featured on the website

- Entry is limited to one (1) per troop during the Promotional Period.

Any other attempted form of online entry is void and will not be accepted. Submission Photographs that in the Sponsor's sole discretion are deemed to be obscene, indecent, or inappropriate may be disqualified and removed from the pool of eligible entries. The Sponsor reserves the right to disqualify any Entrants it believes, in Sponsor's sole discretion, to be obscene, indecent, or inappropriate. By submitting an entry, Entrant (and if a minor, her parent or legal guardian) hereby agrees to the terms and conditions set forth in these Official Rules.

## **5. SUBMISSION PHOTOGRAPH GUIDELINES:**

Submission Photographs must be the original work of the Entrants, must not have won previous awards, must not have been published previously, must not infringe upon any third party's rights, and must be suitable for publication (i.e. not obscene or indecent). Entrants (and if a minor, his/her parent or legal guardian) agree not to submit any photos in which another owns any copyright, trademark, patent, trade secret, moral right, or other proprietary right (or where a recognizable product that is protectable by copyright or trademark appears). Such entries shall not be eligible to win this contest. If the photograph includes a person other than the Entrants or Entrant's troop members (or any other material or elements that are not owned by the Entrants and/or that are subject to rights of third parties), then Entrant is responsible for obtaining any and all releases and consents necessary to permit the exhibition and use of the Submission Photograph in the manner set forth in these Official Rules, authorizing use of the photograph in Sponsor's promotional materials to feature the winning entry, without compensation, permission, or notification, unless prohibited by law. All written releases so obtained by an Entrants must be provided to Sponsor, in the form provided by Sponsor. An Entrants who are selected as the potential Challenge winners shall not be named the Challenge winners unless and until all such releases have been provided to the Sponsor. BY SUBMITTING A PHOTO, THE ENTRANT REPRESENT AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE, AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH COMMENT IN ANY WAY.

## **6. WINNER DETERMINATION:**

On May 5, 2017, the Sponsor will randomly select, in its sole discretion, 113 photographs from among all of the eligible entries ("Potential Challenge Winners"). Those Potential Challenge Winners will be notified via email within five (5) business days of the selection. The Potential Challenge Winners will have five business days to claim their Prize with an email response to [socialmedia@girlscouts.org](mailto:socialmedia@girlscouts.org). The Potential Challenge Winners will also have to comply with all of the terms and conditions of these Official Rules before being awarded the Prize. If the Potential Challenge Winners do not claim their prize within five business days, or do not comply with all of the terms and conditions of these Official Rules, new Potential Challenge Winners will be randomly selected by the Sponsor from among the eligible Entrants within 10 days of the disqualification of the original Potential Challenge Winners. This process will be repeated until there is a selection of Challenge Winners who have claimed their prize within five days of being notified, and who has complied with all of the terms and conditions of these Official Rules. Sponsor's decisions to the administration and operation of the Challenge and the selection of the potential winner are final and binding in all matters related to the Challenge.

The odds of winning depend on a random selection by the Sponsor and the number of photographs received.

## **7. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):**

There will be one hundred twelve (112) randomly selected troop winners who will each receive a \$100.00 cash prize (the "Prize"). In addition, there will be one (1) randomly selected Grand Prize troop winner who will receive a \$3,000 cash prize (the "Grand Prize"). To be clear, each member of the troop will not receive a prize. Only one prize will be awarded to the winning Entrants (troops). The Prize is not transferable or assignable. The Prize is limited to that specified above; all other unspecified costs, fees, and expenses associated with the Prize award, receipt, and use are solely the responsibility of the Prize Winners. Any and all federal, state and local taxes and fees associated with Prize receipt and/or use, if any, are the sole responsibility of the Prize Winners.

## **8. OFFICIAL CLOCK AND USE OF INTERNET:**

Sponsor's computer will be the official clock for the Challenge. Sponsor and its respective parent companies, subsidiaries, and affiliates, and their respective advertising, promotion, or production agencies are not responsible for technical, hardware, software, or telecommunications malfunctions of any kind; lost or unavailable network connections; failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the

sender; or by any of the equipment or programming associated with or utilized in this Challenge which may limit the ability to participate (including but not limited to defects/errors/malfunctions), or by any error that may occur in the entry process or the Challenge. Without limiting the foregoing, Sponsor, and its respective parent companies are not responsible for electronic communications/emails not received due to email filtering, virus protection, other protective devices/apparatuses, or any other cause.

CAUTION: ANY ATTEMPT BY AN ENTRANTS TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH INDIVIDUAL FROM THE CHALLENGE IF APPLICABLE). Without limiting the foregoing, for any reason (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor, which corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Challenge and renders the Challenge incapable of being conducted as described in these Official Rules), Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Challenge in whole or in part. In such event, Sponsor shall make the Prize available in a manner determined by Sponsor in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. Notice of such action by Sponsor will be posted on the GSUSA website.

## **9. INTELLECTUAL PROPERTY AND GRANT OF LICENSE IN MATERIALS SUBMITTED:**

With respect to the Submission Photographs submitted for the Challenge, Entrants (and if a minor, his/her parent or legal guardian) grant to Sponsor, its parent companies, subsidiaries, and affiliates, and its licensees the following royalty-free, non-exclusive, perpetual, worldwide, irrevocable license rights: (1) to reproduce, distribute, publicly display or otherwise publish, and create derivative works containing a Submission Photograph in connection with the Challenge and promotion of the Challenge, in any media now or hereafter known, including, but not limited to display on Sponsor's website, pinterest.com, facebook.com, and twitter.com or publication in Sponsor's newsletters, marketing collateral, articles highlighting entries or winners of the Challenge, or other Sponsor materials; and (2) to register or use copyright notices, in the name of Sponsor, in connection with Sponsor works in which a Submission Photograph appears. Entrants also waive any right to inspect or approve any such use of their Submission Photographs, moral rights, or rights to attribution. Entrants agree, where permitted by law, to sign any documents necessary to effect this license grant. Entrants understand and agree that display or publication of their Submission Photographs on Sponsor's website, Facebook page, or Pinterest board does not indicate that the individual or group who submitted a particular Submission Photograph will be selected as a Prize Winner, and Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **10. PRIVACY:**

By submitting an entry, Entrants (and if a minor, his/her parent or legal guardian) agree that Sponsor may post their names and Promotional Content, if applicable, on its website, Facebook page ([www.facebook.com/girlscoutsUSA](http://www.facebook.com/girlscoutsUSA)), or in other promotional materials and that Sponsor may publicize information about Entrants or the Prize Winners. Sponsor may also use an Entrant's personal data, such as his or her name and e-mail address for marketing communications. To opt-out of receiving future promotion communications from Sponsor, please write to Sponsor at 420 Fifth Avenue, New York, NY 10018-2798.

## **11. FAILURE TO COMPLY WITH OFFICIAL RULES:**

Without limitation, a Potential Prize Winner or Prize Winners may be disqualified with the prize forfeited due to any of the following: (i) he or she fails to comply with any of the terms, conditions, restrictions, or limitations of these Official Rules; (ii) he or she is found to be ineligible; (iii) he or she fails to respond to the prize notification within five days after its transmission or mailing; (iv) the return of three (3) attempted email notifications to the Potential Prize Winners as undeliverable; (v) he or she fails to submit permissions and releases required by these Official Rules within five (5) days of receipt, except where prohibited by law; or (vi) the parent of the Potential Prize Winners that are under eighteen (18) years of age does not provide signed parental approval to claim the prize.

## **12. INDEMNIFICATION:**

By submitting an entry, Entrants (and if a minor, his/her parent or legal guardian) agree to: (a) comply and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Challenge; (b) release, discharge, indemnify, and hold harmless Sponsor, or their respective parent companies, subsidiaries, affiliates, related companies, advertising and promotion agencies, and the directors,

officers, employees, shareholders, agents of each, or any other organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge from and against any and all claims, expenses, and liability, injury, death, loss or damages to Entrants or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of their participation in the Challenge (or related activities), their acceptance, possession, or use/misuse of a prize, or from any delay in receiving any prize awarded. Entrants' obligations to indemnify Sponsor include actions arising (a) from any allegation that any Submission Photograph an Entrants submits via the Challenge infringes or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party, or (b) from any other violation of these Official Rules. By submitting an entry, Entrants agree that they have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against Sponsor, and their parent companies, subsidiaries, and affiliates as well as their respective officers, directors, employees, and agents in connection with this Challenge. Entrants acknowledge and agree that Sponsor, and their parent companies, subsidiaries, and affiliates, as well as their respective officers, directors, employees, and agents do not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the non-infringement or protection of any copyright, trademark, patent, or any other claimed right or interest in Submission Photograph.

### **13. LIMITATION OF LIABILITY:**

Sponsor is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Challenge; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Challenge or the processing of entries. Entrants (and if a minor, her parent or legal guardian) agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Challenge but in no event attorneys' fees; and Entrants waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

BY PARTICIPATING IN THE CHALLENGE, ENTRANTS AGREES THAT THE RELEASED PARTIES (I) MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE CHALLENGE AND/OR THE PRIZE; AND (II) DISCLAIM ANY IMPLIED WARRANTY.

### **14. GOVERNING LAW/JURISDICTION:**

The Challenge is governed by the laws of the State of New York (excluding its principles of conflicts of laws/choice of laws), with venue in New York City and all claims must be resolved individually (NOT PART OF A CLASS) in the appropriate state and federal courts of New York City. By participating, you agree to the exclusive jurisdiction of such courts. Sponsor's failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

### **15. 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.

### **16. RULES/WINNER LIST REQUESTS:**

Official Rules (available during Promotional Period) and Prize Winners (available after May 5, 2017) may be obtained by mailing a request to the following address: Girl Scouts of the USA, 420 Fifth Avenue, New York, New York 10018-2798.