

**Girl Scouts Cryptogram Challenge Sweepstakes Official Rules ("Official Rules")**  
**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

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

**1. SWEEPSTAKES DESCRIPTION:**

The Girl Scout Cryptogram Challenge Sweepstakes ("Sweepstakes"), sponsored by the Girl Scouts of the United States of America ("Sponsor"), allows eligible individuals ("Entrants") to submit a response via comment or direct message to a weekly puzzle set by the Sponsor through the Instagram smartphone application. The Sponsor will select one winner every week, starting the first week of the sweepstakes, from the responses submitted who have complied with all of the terms and conditions of these Official Rules ("the Prize Winner"). This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Instagram or Raytheon.

**2. SWEEPSTAKES PERIOD:**

Entry into the Sweepstakes by submitting a response starts on October 3, 2019 at 9:00 a.m. ET and ends on October 15, 2019 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 vote in the Sweepstakes.

**3. ELIGIBILITY:**

The Sweepstakes is open only to legal residents of one of the fifty (50) states of the United States, the District of Columbia, or Puerto Rico (collectively, "Residents") who are under eighteen (18) years of age as of the date of entry. The Sweepstakes is void where prohibited by law. The Sweepstakes 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. You are not authorized to participate in the Sweepstakes if you are not located within and a legal resident of the 50 states of the United States, the District of Columbia or Puerto Rico, under 18 years of age at the time of entry. All Entries by Entrants under 13 years of age, must be submitted by a parent or legal guardian on behalf of such Entrants.

**4. HOW TO ENTER:**

TO ENTER INTO THE SWEEPSTAKES, ENTRANTS MUST:

Follow @Girlscouts on Instagram. Respond via comment or direct message to the puzzle question by the Sponsor ("Submission Response") An Instagram account is required to enter using this Sweepstakes Entry Method and is available for free at <http://instagram.com>. All terms and conditions of Instagram.com apply.

Weekly Challenges include the following themes:

- Week 1 (October 3, 2019) – Cookies
- Week 2 (October 8, 2019) – Space
- Week 3 (October 10, 2019) – Emoji
- Week 4 (October 15, 2019) – Text

Entrants are limited to submitting one response per puzzle.

Except as otherwise provided herein with respect to email Submission Responses, any other attempted form of online entry is void and will not be accepted. Submission Responses 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. Entrant, or anyone acting on behalf of Entrant, may not offer prizes, awards, gifts, money or consideration of any kind in exchange for votes in the Sweepstakes, and Sponsor reserves the right to disqualify any Entrant it believes, in Sponsor's sole discretion, to be engaging in such activity. Any use of automatic, programmed, or like methods of entry (e.g. bots or scripts) will void all Entrants submissions by such methods.

#### **5. WINNER DETERMINATION:**

The Prize Winner will be selected at random by the Sponsor from among the eligible Entrants. The odds of winning depend on the number of eligible entries received per week. A weekly winner will be selected, starting October 3 - 15, 2019. Winners will be notified by email and via Instagram direct message, if applicable, within one (1) day of the drawing. The randomly selected Entrant will have three (3) business days to claim their Prize with a written response to the direct message sent by @girlscouts. If the Entrant does not claim their Prize within three (3) business days, a new Prize Winner will be selected at random by the Sponsor from among the eligible Entrants. Once an Entrant wins a weekly challenge, they are no longer eligible for future prizes during this Sweepstakes.

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

There will be a maximum of one (1) winner per week. Each of the four (4) winners will receive a micro-computer and a tablet (the, "Prize"). The total Prize per Prize Winner is a \$356.49 retail value.. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor.

Before claiming the prize, the winner must provide his/her correct name, email, address and telephone number to Sponsor at the time of notification. Each winner must sign and return a release and affidavit of eligibility, which must be received by Sponsor within three (3) days of notification. If a winner is a minor, then the winner's parents or guardian must sign a release and affidavit of eligibility before the winner receives his or her prize. Each winner must show picture identification to claim prizes.

Please allow four (4) weeks for delivery. The Prize is also subject to availability and the Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. The Prize is not transferable, assignable or redeemable for cash. 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 Winner. Any and all federal, state and local taxes on the Prize, if any, are the sole responsibility of the Prize Winner.

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

Sponsor's computer will be the official clock for the Sweepstakes. 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 Sweepstakes 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 Sweepstakes. 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.

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 Sweepstakes and renders the Sweepstakes 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 Sweepstakes 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.

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

Entrant grants to Sponsor, its parent companies, subsidiaries, Girl Scout councils, agents and its licensees the following royalty-free, non-exclusive, perpetual, worldwide, irrevocable license rights to use Entrant's name, picture, likeness, voice and Submission Responses and all elements of such Entry, including, without limitation, the response ("Promotional Content"), for advertising and promotional purposes including in any publicity, promotion, or advertising in any form of media, including website (collectively, "Media Accounts") without further compensation or notification to, or review or permission of entrant and/or any third party.

Entrant also waives any right to inspect or approve any such use of their Submission Response, moral rights, or rights to attribution. Entrant agrees, where permitted by law, to sign any documents necessary to effect this license grant. Entrant understands and agrees that display or publication of their Submission Response by Sponsor does not indicate that the Entrant who submitted a particular Submission Response 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.

## **9. PRIVACY:**

By entering a Submission Response, Entrant agrees that Sponsor may post their names and Promotional Content, if applicable, on any and all Media Accounts, and that Sponsor may publicize information about Entrant or the Prize Winner. Sponsor may also use an Entrant's personal data, such as his or her name and e-mail address for Sponsor's marketing communications. To opt-out or unsubscribe from receiving future promotion communications from Sponsor, please write to Sponsor at 420 Fifth Avenue, New York, NY 10018-2798.

## **10. INDEMNIFICATION:**

By submitting an entry, Entrants agree to release, discharge, indemnify, and hold harmless Instagram, Sponsor, Girl Scout councils, Instagram, Raytheon or their respective parent companies, subsidiaries, affiliates, related companies, advertising and promotion agencies, and the directors, officers, employees, shareholders, and agents ("Indemnitees") of each from and against any liability, injury, death, loss or damages to Entrant 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 Sweepstakes (or related activities), their acceptance, possession, or use/misuse of the Prize, or from any delay in receiving the Prize and/or any subsequent prize, if applicable. Entrants' obligations to indemnify Indemnitees include actions arising (a) from any allegation that any Submission Response an Entrant submits via the Sweepstakes 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 entering a Submission Response, 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 Indemnitees in connection with this Sweepstakes. Entrants acknowledge and agree that Indemnitees 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 the Submission Response.

## **11. LIMITATION OF LIABILITY:**

Indemnitees are 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 Sweepstakes; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries. Entrant agrees that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees or mediation related costs; and Entrant waives 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. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 SWEEPSTAKES IF APPLICABLE). 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 SWEEPSTAKES, ENTRANT AGREES THAT THE INDEMNITEES (I) MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION OF

ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE SWEEPSTAKES AND/OR THE PRIZE; AND (II) DISCLAIM ANY IMPLIED WARRANTY.

**12. GOVERNING LAW/JURISDICTION:**

The Sweepstakes is governed by the laws of the State of New York (excluding its principles of conflicts of laws/choice of laws), County of New York and all claims must be resolved individually (NOT PART OF A CLASS) in the appropriate state and federal courts of New York. 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.

**13. 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.

**14. RULES/WINNER LIST REQUESTS:**

Official Rules (available during Promotional Period) and Prize Winners (available October 16, 2019) 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.