

## **Girl Scout National Plan for Vacation Day 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 CHANCE OF WINNING. [INTERNET ACCESS REQUIRED.] VOID WHERE PROHIBITED.**

### **1. Sweepstakes Description**

The Girl Scout [National Plan for Vacation Day] Sweepstakes ("Sweepstakes"), sponsored by the Girl Scouts of the United States of America ("Sponsor"), allows eligible individuals ("Entrants") to enter the Sweepstakes by purchasing a 3- or 5-Day pass for the 2023 Girl Scout Convention ("Event") via the 2023 Girl Scout Convention registration site at <https://girlscouts.cventevents.com/2023GirlScoutConvention> ("Registration Site").

MANY WILL ENTER, BUT ONLY FIVE WINNERS will be randomly selected by the Sponsor from the Entrants who have complied with all of the terms and conditions of these Official Rules (each a "Prize Winner").

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Cvent, Inc. ("Cvent"), The Walt Disney Company, its subsidiary and affiliates ("Disney"), Instagram, Inc. ("Instagram"), Meta Platforms, Inc. ("Meta"), or Twitter, Inc. ("Twitter"). Entrants are providing information to Sponsor and not to Disney, Cvent, Instagram, Meta, or Twitter.

### **2. Sweepstakes Period**

Entry into the Sweepstakes by purchasing a 3- or 5-Day pass to the Event via the Registration Site begins on January 31, 2023 at 12:00 a.m. ET and ends on February 21, 2023 at 11:59 p.m. ET ("Sweepstakes Period"). Sponsor's clock is the official clock and sole determinant for the purposes of determining the validity of an entry 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. The Sweepstakes is void where prohibited by law. The Sweepstakes is not open to any employees, directors, or officers of Sponsor or of Sponsor's 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. An individual is not authorized to participate in the Sweepstakes if they are not located within the 50 states of the United States, the District of Columbia or Puerto Rico. Entrants must be eighteen (18) years of age or otherwise above the age of majority in their state of residence to enter the contest and claim the Prize, which includes the requirement that each Prize Winner provide a publicity release consistent with these Official Rules.

#### **4. How to Enter**

TO ENTER THE SWEEPSTAKES, ENTRANTS MUST:

Visit the Registration Site and purchase a 3-Day or 5-Day Pass for the Event hosted by Sponsor. To enter, registrants must complete the online registration form by 11:59 PM ET on February 21, 2023 (the "Submission"). A Cvent account ("Account") is required to enter using this Sweepstakes Entry Method and is available for free at <https://girlscouts.cventevents.com/2023GirlScoutConvention>. All terms and conditions of cventevents.com apply.

Entrants are limited to one Submission per person. Multiple Accounts may not be used by an Entrant and any Entrant found to use multiple Accounts to enter will be ineligible. Any other attempted form of online entry is void and will not be accepted. Any use of automatic, programmed, or like methods of entry (e.g. bots or scripts) will void all Submissions by such methods.

Message and data rates may apply if an Entrant enters the Sweepstakes on their mobile device. Not all mobile telephone / wireless providers carry the service necessary to participate in the Sweepstakes. Entrants should consult their wireless provider's pricing plans. Mobile entry is not required to enter or win.

In the event of a dispute as to any registration, the authorized Account holder used to register will be deemed to be the Entrant. Each potential Prize Winner may be required to show proof of being an authorized Account holder.

No use of automatic, programmed, or like methods of entry (e.g. bots or scripts) is permitted. All Submissions become the sole and exclusive property of Sponsor, and receipt of Submissions will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

#### **5. Alternative Method of Entry**

To enter without registering for the Event, Entrant may send a postcard or a card to Girl Scouts of the USA, Attention: Convention Team, 420 Fifth Avenue, NY, NY 10018, which includes Entrant's printed or legibly handwritten name, mailing address, phone number, date of birth, email address, and mail with proper postage. All write-in entries must be received by February 21, 2023. There is a limit of one (1) write-in entry per envelope/postcard. Each envelope/postcard is considered one (1) entry into the Sweepstakes. Multiple entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

## **6. Winner Determination**

Five (5) potential Prize Winners in all will be selected at random by Sponsor on February 23, 2023 from among the eligible Entrants who entered the Sweepstakes during the Sweepstakes Period. Each potential Prize Winner will be notified by email within two (2) business days of selection. Upon notification, the potential Prize Winner will have two (2) business days to claim their Prize with an email response to [convention@girlscouts.org](mailto:convention@girlscouts.org). If the potential Prize Winner cannot be contacted within two (2) business days of first notification attempt, if Prize or Prize notification is returned as undeliverable, if the potential Prize Winner rejects the Prize, or in the event of noncompliance with these Official Rules, the Prize will be forfeited and a new potential Prize Winner will be selected at random by Sponsor from among the eligible Entrants. Upon Prize forfeiture, no compensation will be given.

**ALL POTENTIAL PRIZE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. AN ENTRANT IS NOT A PRIZE WINNER UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**

Odds of winning depend on the total number of eligible Submissions received during the Sweepstakes Period. By entering the Sweepstakes, each Entrant fully and unconditionally agrees to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

## **7. Prize and Approximate Retail Value**

There will be five (5) Prize Winner for this Sweepstakes, each receiving two (2) Disney theme park tickets for use at Magic Kingdom Park, EPCOT, Disney's Animal Kingdom, or Disney's Hollywood Studios (the "Prize"). The approximate retail value of each Prize is \$288.00. The Prize Winner should please allow four (4) weeks for delivery. The Prize is subject to market availability and 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.

Everything regarding this Sweepstakes, including Prize components, is provided "as is" without any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the Prize.

Sponsor reserves in its sole discretion the right to suspend, withhold, modify or terminate any aspect of the Prize at any time, should Sponsor determine that the Prize Winner or the parent or legal guardian of a Prize Winner violates the values of the Girl Scouts, Girl Scout Promise, or Girl Scout Law.

## **8. Official Clock and Use of Internet**

Sponsor's computer will be the official clock for the Sweepstakes. Sponsor, Sponsor's 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, neither Sponsor nor any affiliated entity is 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 any aspect of the Sweepstakes or Prize, in whole or in part, at any time. including if Sponsor determines that the Prize Winner or Prize Winner's parent or legal guardian's conduct violates the values of the Girl Scouts, Girl Scout Promise, or Girl Scout Law. 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**

By entering a Submission, Entrant grants to Sponsor, its subsidiaries, Girl Scout councils, agents and its licensees a royalty-free, non-exclusive, perpetual, worldwide, irrevocable license rights to use Entrant's name and Submission, including Entrant's picture, likeness, voice, and biographical information ("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, to the extent allowed by law. Submissions may be cut, edited, reformatted, rearranged, combined with other material and/or otherwise modified, in Sponsor's sole and absolute discretion.

Entrant also waives any right to inspect or approve any such use of Promotional Content, moral rights, or rights to attribution. Entrant agrees, where permitted by law, to sign any documents necessary to affect this license grant. Entrant understands and agrees that display or publication of Promotional Content by Sponsor does not indicate that the Entrant who submitted such Promotional Content 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 entering a Submission, Entrant agrees that Sponsor may post their Promotional Content 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 their 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. Sponsor's Privacy Policy is available [here](#) and at <https://www.girlscouts.org/en/footer/help/privacy-policy.html>.

## **11. Indemnification**

By entering a Submission, Entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, Girl Scout councils, Disney, Cvent, Instagram, Meta, Twitter, and their respective parents, 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. Entrant's obligations to indemnify Indemnitees include actions arising (a) from any allegation that an Entrant's Submission 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, 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.

## **12. 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.

### **13. 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, Entrant agrees 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.

### **14. 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.

### **15. Rules / Winner List Requests**

Official Rules (available during Sweepstakes Period) and the name of the Prize Winner (available for a period of two weeks after the Sweepstakes Period) may be obtained by mailing a request and self-addressed, stamped envelope to the following address: Girl Scouts of the USA, 420 Fifth Avenue, New York, New York 10018-2798. Requests from Vermont residents that are postmarked in Vermont may omit return postage.