Tailgate Challenge Promotion

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Tailgate Challenge (the “Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry, and who did not purchase any equipment for the purpose of entering this Promotion. Employees of West Virginia University, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Persons considered to be recruitable student-athletes are not eligible to win prizes due to NCAA regulations. All entrants are required to pose for photographs and will be required to remove alcohol from the setting for such photographs. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. The Promotion contains the Tailgate Challenge Contest ("Contest").

2. Sponsor/Administrator: West Virginia University, Morgantown, WV 26506 is the Promotion Sponsor and Promotion Administrator.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 14, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on October 14, 2017 at 11:59 a.m. ET. (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

5. How to Enter: Sign up for judges to visit your tailgate at the advertised location on the northwest side of the stadium. You must provide your full name, seat number (if applicable), tailgating location, and phone number. To be eligible for this Contest, a
Submission Post must meet the below entry requirements (collectively, the “Content Requirements”):

- Creativity
- Hospitality
- Mountaineer Spirit

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR/ADMINISTRATOR, WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY, AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY SUBMISSION THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY AND IS VOID AND WILL NOT BE HONORED.

7. Winner Determination:

a. Contest: GRAND PRIZE WINNER: The Grand Prize Winner will be selected based on the three criteria mentioned.

8. Winner Requirements: The winner of the Contest will be announced on October 14, 2017 by 11:59 p.m. ET via West Virginia University social media channels, as well as be notified by email or a phone call. Receiving a prize is contingent upon compliance with these Official Rules, including the requirements set forth in this provision. In the event of failure to comply, an alternate Winner may be selected. The winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provides any other requested information within the required time period (if applicable), or
prize is returned as undeliverable, potential winner forfeits the prize. If a potential Grand Prize Winner is disqualified for any reason, an alternate person will be selected by Administrator based upon the judging criteria set forth above.

Acceptance of any prize shall constitute and signify the winner’s consent that Sponsor/Administrator and its designees may use the winner’s name, city, state, likeness, photo and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Prizes will be fulfilled approximately eight weeks after end of Contest.

9. Prizes:

Prizes are sponsored by IMG College Licensing:

a. ONE (1) GRAND PRIZE: One WVU Logo Brands Canopy Tent, three WVU Logo Brands coolers, three WVU branded Victory Tailgate outdoor games, one WVU Tundra Yeti Cooler, six WVU Yeti Ramblers, three WVU Magonolia Lane platter dishes, three WVU branded Sportula grilling utensils, four WVU Rawlings chairs and one WVU Rawlings table. No cash equivalent and prize is non-transferable and no substitution will be made except as provided herein at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: $1,600

10. Release: By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor/Administrator, and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent and affiliate companies and each such company’s and/or university’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. You further acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter and hereby release Instagram and Twitter from and against any claims or cause of action.
arising out of or related to the administration of or participation in the Promotion or receipt or misuse of any prize.

11. General Conditions: Sponsor/Administrator reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor/ Administrator may, in its sole discretion, determine the Contest winner from among all non-suspect, eligible Votes received up to time of such action and Sponsor/ Administrator reserves the right to award the Contest at random from among the eligible entries received up to the time of the impairment. Sponsor/Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the voting process or the operation of the Promotion or to be acting in violation of these Official Rules or those of any other promotion or in an unsportsmanlike or disruptive manner and void all associated Votes. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor/ Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor/Administrator’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant’s entry or Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is Vote or Submission, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes.
13. **Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court in the State of West Virginia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys’ fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of West Virginia without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of West Virginia.

14. **Entrant’s Personal Information:** Information collected from entrant may be used by Administrator to share information with entrant about future contests and other marketing initiatives involving West Virginia University.

15. **Winner List:** For a winner list, at the end of Phase II of the Promotion Period please send a self-addressed stamped envelope to “WVU Trademark Licensing 48 Donley Street- 3rd Floor Morgantown, WV 26506.”