

## **LHU Goes to Pocono Raceway Sweepstakes Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase or payment will not increase your chances of winning. VOID WHERE PROHIBITED BY LAW OR REGULATION. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. Subject to all federal, state, and local laws, regulations, and ordinances. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Snapchat, Twitter, and/or Instagram. You understand that you are providing your information to Sponsor (as hereinafter defined), and not to Facebook, Snapchat, Twitter, and/or Instagram.

**SWEEPSTAKES DESCRIPTION:** The LHU Goes to Pocono Raceway Sweepstakes (the "Sweepstakes") begins on Friday, June 8, 2018 at 12:01 a.m. Eastern Daylight Time ("EDT") and ends on Sunday, July 8 at 11:59 p.m. EDT (the "Sweepstakes Period"). There will be Eleven (11) drawings, one per day on June 11, 13, 15, 18, 20, 22, 25, 27, and 29, 2018 and on July 2 and 6, 2018 during the sweepstakes period to award eleven (11) NASCAR/LHU t-shirts and two (2) drawings on July 9, 2018 to award the two grand prizes - two (2) sets of two (2) Pit Passes. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Sweepstakes Official Rules (the "Official Rules") and the decisions of Lock Haven University of Pennsylvania, 401 North Fairview Street, Lock Haven, Pennsylvania, 17745 (the "Sponsor"), whose decisions shall be final and legally binding in all respects. Sponsor reserves the right to verify the eligibility of winners.

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. The winners of the grand prize may be subject to additional rules, terms and/or conditions of StarCom Racing LLC and/or Pocono Raceway. Sponsor employees directly associated with the social media team, or the LHU Foundation and each of their immediate family members (as defined by the IRS) and/or people living in the same household are not eligible to participate. Eligibility is subject to all federal, state, and local laws, regulations, and ordinances. All entries submitted are the property of the Sponsor. Lock Haven University computer server database clock will be the timekeeper for the Sweepstakes.

**HOW TO ENTER:** To access the Sweepstakes page and Entry Form, you must complete a Sweepstakes Entry Form with all required information (including your full name, email address, telephone number, and agreement to these Official Rules) available at <http://www.lockhaven.edu/raceday> during the Sweepstakes Period. There is no cost to register or enter. Entries generated by script, macro or other automated means or practices, or by means which subvert the entry process will be void. All entries must be submitted by 11:59 p.m. EDT, on July 8, 2018 to be eligible to win one of the grand prizes.

All information submitted by an entrant in connection with the Sweepstakes will be used only by Sponsor or Sponsor's Affiliated Entities to update Alumni mailing lists, join LHU newsletter distribution or to be added to admissions inquiry database. Entries made by any individual other than the person named in the entry or by any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In case of a dispute over the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

**LIMIT:** One (1) entry per person. No group entries. Any attempt to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, or any other methods may result in disqualification by Sponsor, in its sole discretion.

**PRIZE: Fifteen (15) Prizes:** Eleven (11) winners will receive one (1) t-shirt (approximately \$25 value). Two (2) grand prize winners will receive two (2) all-access Pit Passes valid from July 25 through 28, 2018 for entry to Monster Energy NASCAR Cup Series, Pocono Raceway, Long Pond, PA (estimated value of \$350 each). Each prize will be awarded only if the potential prize winner fully complies with these Official Rules. Winners of the Pit Passes prizes must provide legal name and drivers' license number and issuing state at least two weeks prior to July 25, 2018. The winners of the grand prize may be subject to additional rules, terms and/or conditions of StarCom Racing LLC and/or Pocono Raceway. The Pit Passes prizes are non-assignable and non-transferable, and no cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if the prize listed is unavailable, in whole or in part, for any reason. No other substitution or transfer of prize permitted. Prize cannot be redeemed for any cash value, credit, or future promotions.

**WINNER SELECTION AND NOTIFICATION:** On June 11, 13, 15, 18, 20, 22, 25, 27, and 29, 2018 and on July 2 and 6, 2018 Sponsor will conduct a random drawing from among all eligible entries received to select one (1) potential winner of the t-shirt prizes. On July 9, 2018, Sponsor will conduct two random drawings from among all eligible entries received to select two (2) potential winner of the Pit Passes prize. Each potential prize winner will be notified by a representative of Sponsor on the day of each drawing by telephone and/or email, using the contact information provided at the time of entry. Potential prize winner must attest to his/her full compliance with all the terms of these Official Rules. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential prizewinner does not respond within seven (7) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

**GENERAL PRIZE RESTRICTIONS/CONDITIONS:** By entering, each entrant agrees on behalf of him or herself and each of entrant's heirs, executors, and administrators (A) to release and hold harmless Sponsor, the Pennsylvania State System of Higher Education, the Commonwealth of Pennsylvania, Facebook, Snapchat, Twitter, and Instagram, and their respective employees, officers, directors, franchisees and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of the prize or any portion thereof; (B) that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize, including, without limitation, to such prize's quality or fitness for a particular purpose; and (C) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsor, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsor's sole discretion.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL

SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**PUBLICITY RELEASE:** Acceptance of the prize constitutes prize winner's permission for the Sponsor to use prize winner's name, photograph, image, likeness, voice, biographical information, statements and complete address (collectively, the "Attributes"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and prize winner releases Sponsor, the Pennsylvania State System of Higher Education, the Commonwealth of Pennsylvania from all claims arising out of the use of such Attributes.

**DISQUALIFICATION/FORCE MAJEURE:** Sponsor is not responsible for lost, late, mutilated, misdirected, illegible, incomplete, inaccurate, or stolen, submissions or prize notifications. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF**

**PENNSYLVANIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN PENNSYLVANIA.** THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**WINNER'S NAME / OFFICIAL RULES:** To obtain the name of winner and a copy of the Official Rules, send a request to Lock Haven University, 401 N. Fairview Street, Ulmer – 317, Lock Haven, PA 17745. All such requests must be received by August 31, 2018.