

2022 GIVING WEEK SOCIAL MEDIA CONTEST OFFICIAL RULES

1. **NO PURCHASE OR DONATION IS NECESSARY TO ENTER OR WIN.** The 2022 Giving Week Social Media Contest (the “**Promotion**”) is sponsored by the University of South Florida Foundation, Inc. (the “**Foundation**”), a 501(c)(3) with a principal place of business at 4202 E. Fowler Ave., ALC 100, Tampa, FL 33620, whose mission is to connect the University of South Florida (“**USF**”) with donors who want to make a difference by providing private, philanthropic support to promote student success, academic initiatives, research and other strategic priorities of the University of South Florida. Promotion is offered only in the United States and the District of Columbia (the “**Promotion Area**”). Void outside the Promotion Area and where prohibited.
2. Promotion is subject to all federal, state and/or local laws. The Foundation shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, entry or other deadlines, winner selection, prize restrictions, and eligibility — and all its decisions are final and binding in all Promotion-related matters. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and the decisions of the Foundation and waive any right to claim ambiguity in these Official Rules or any other Promotion-related advertising or materials. For these Official Rules and information about the Promotion, visit <https://giving.usf.edu/get-involved/giving-week> (the “**Promotion Page**”).
3. Promotion starts on March 28, 2022 at 12:01 AM Eastern Time (“**ET**”). Entry deadline is 11:59 PM ET on April 8, 2022. Drawing to determine potential winners will be held on April 15, 2022. The Foundation’s computer is the official time-keeping device for this Promotion.

ELIGIBILITY

4. To be eligible, each entrant must be a student, employee and/or alumna/alumnus of USF, eighteen (18) years old or older and a legal United States resident living in the Promotion Area (above) for at least three (3) months per year.
5. Any persons who are directly involved in the development or administration of the Promotion, and the members of their immediate families (defined as spouse, parent, sibling and child) are not eligible to enter or win.

PRIZES & ODDS

6. Prizes (4): \$500 donation to the USF-related fund or program selected by winner from a list of available options to be provided by the Foundation. Approximate Retail Value (“**ARV**”): \$0.00.
7. The odds of winning depend on the number of entries received.

PRIZE RESTRICTIONS

8. All prize details shall be at the Foundation’s sole discretion.

9. The directed donation has no cash value and is subject to the sole discretion of the Foundation and/or the selected funds, programs or other beneficiaries and their respective policies. If such prize is unavailable or cannot be or is not fulfilled for any reason, that winner will not be entitled to any substitution, remuneration or alternate prize. Prize donations are neither taxable income to, nor tax-deductible by, winners.
10. Prizes are not redeemable for cash and may not be sold, bartered or auctioned. The right to receive any prize is not transferrable. Prizes may not be substituted. Other restrictions apply.

TO ENTER

11. To enter, use your personal account on Facebook, Twitter, Instagram or LinkedIn (each a "**Platform**") to post or publish an image, comment or other content that relates to the USF Foundation's 2022 Giving Week campaign (your "**Submission**") with the hashtag **#USFGives** no later than April 8, 2022 at 11:59 PM ET. Each Submission must contain any required hashtag above, must be publicly visible/findable and must comply with the Submission Restrictions (below). **This is the only method of entry. Entries will not be accepted via any other method.**
12. IMPORTANT: MESSAGE AND/OR DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE PROMOTION. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS.
13. Entry deadline is April 8, 2022 at 11:59 PM ET. Entries must contain **all** required hashtags above, must be publicly visible/findable and must be posted no later than the above deadline to be eligible. Proof of sending is not proof of receipt by the Foundation and the Foundation will not accept screen shots as proof of entry.
14. Regardless of Platform, limit one (1) entry per person. Additional entries received from any such person thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different email addresses or mobile devices, or the submission of false contact information under multiple or different email addresses, mobile devices, identities, registrations, social media or other accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, multiple or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in the Foundation's sole discretion.
15. The Foundation is not responsible for voice or electronic communications that are undeliverable due to incorrect or out-of-date information provided by entrant or because of any form of call blocking of any kind or inability to leave a voice message, or any form of passive, or as to email, active filtering of any kind or failure to enable mobile or wireless device to receive "push" notifications. In the event of a dispute as to the identity or eligibility of a winner based on social media account, the entry will be deemed made by the "**Authorized Account Holder**" of the social media account used for entry. The Authorized Account Holder is the natural person who is assigned to the social media account by the relevant social media platform. In the event of a dispute as to the identity of any entrant, the potential winner agrees to furnish requested documentation confirming his/her/their status as the Authorized Account Holder. If such a dispute cannot be resolved to the Foundation's satisfaction, the affected entry will be deemed ineligible.

16. Entrants who fail to timely provide any required information may be disqualified without further notification by the Foundation. The Foundation is not responsible for entries that are lost, misdirected, undelivered, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. The Foundation reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules.
17. The information that you provide in connection with the Promotion may be used by the Foundation in accordance with its Privacy Policy, which is found at <https://foundation.usf.edu/here/privacy-policy> and which may be updated from time to time.

SUBMISSION RESTRICTIONS

18. Each Submission must satisfy the following “**Submission Restrictions**” to be eligible:
 - Each Submission must be original to entrant (not copied, adapted, or reproduced from any other source and not collaboration with any other person). In other words, only the person who wrote, took or created the Submission is permitted to submit it in this Promotion;
 - No watermarks, signatures, or copyright notices may be added to any Submission;
 - Your Submission must not refer to or depict any identifiable trademark, trade name, logo, or brand names other than those belonging to the Foundation or USF;
 - Any person who is identifiable in your Submission must have given you permission to be so identified and you must be able to provide the Foundation with written confirmation of permission upon request;
 - Your Submission must not contain any other personally identifiable information regarding any third parties;
 - Each Submission must be appropriate for publication in a commercially distributed magazine or other generally available medium;
 - Submissions must not depict any content, language or images that would make the Submissions inappropriate for publication to a general audience as determined by the Foundation in its absolute and sole discretion. Without limiting the foregoing, any Submission that includes foul language, nudity or other states of undress, graphic or excessively violent content, lewd, pornographic, obscene, indecent, hateful, tortious, illegal, defamatory, slanderous, libelous, false, or disparaging content, or content that invades any person’s privacy or other rights, or that promotes or advocates drug use, bigotry, racism, hatred, or harm against any group or individual, or that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age, or that appears to violate any third-party intellectual property rights, as determined by the Foundation in its absolute and sole discretion, will be disqualified; and
 - Your Submission must comply with all Terms of Use or other conditions that apply to the [Promotion Page](#).

WINNER SELECTION

19. On April 15, 2022, or within a reasonable time thereafter, the Foundation or its designee will randomly select four (4) Submissions from all timely posted Submissions. Subject to verification of eligibility, the persons whose Submissions are so drawn will be declared the winners.

20. Verified winners will receive instructions on making prize-related arrangements.

WINNER NOTIFICATION AND VERIFICATION

21. The Foundation will contact each potential winner via direct message through the relevant Platform. Each potential winner must respond to such notification within seven (7) days and provide his/her/their full name and mailing address. Each potential winner may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal) and/or other legal documents (the "**Verification Paperwork**") to the Foundation within seven (7) days after initial notification and as a condition of receiving prize. The Foundation in its sole discretion may allow for transmission of Verification Paperwork via fax or email. If any potential winner (a) cannot be contacted directly by, or does not respond to, the Foundation or its designee within the time stated above, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, the Foundation in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing as soon as reasonably practicable after such disqualification. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules. The Foundation will make up to two (2) attempts to verify an alternate winner for any prize. If the Foundation is unable to verify an alternate winner for any prize after two (2) attempts, no further attempts will be made for such prize and that prize will not be awarded.
22. The Foundation may, in its sole discretion, post the verified winners' names on the Promotion Page and/or any of the Foundation's websites, including <https://foundation.usf.edu/>, and on or in any of the Foundation's social media pages or channels and broadcast them on any of the Foundation's stations. Except as provided in these Official Rules or otherwise required by law, the Foundation is not responsible for entering any correspondence or discussion regarding any Promotion results.

PUBLICITY RELEASE

23. By accepting a prize, each winner agrees to award the Foundation the right to publicize his/her/their name, photographs (including the use and appearance of his/her/their photograph and/or Submission on the Foundation's websites), likeness, biographical information, email address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

24. By entering the Promotion, accepting a prize and/or otherwise participating in the Promotion, you agree that the Foundation, the Florida Board of Governors, the State of Florida, the USF Board of Trustees, Facebook, Inc. ("**Facebook**"), Twitter Inc. ("**Twitter**"), Instagram by Facebook ("**Instagram**"), LinkedIn Inc. ("**LinkedIn**"), any other company involved in the development or administration of this Promotion, and a range of subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons (collectively, the "**Released Parties**"): (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited

to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or entries that for any reason are not properly submitted or received by the Foundation by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the selection or announcement of the winners or prizes, or otherwise in any Promotion-related materials; (c) are not responsible for any injury or damage to any computer, tablet, smartphone, modem or other device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any entry materials (including any Submission); (f) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries and Submissions, the selection of winners, the prizes or otherwise in any Promotion-related materials; and (h) are released from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, arising in whole or in part directly or indirectly, from participating in the Promotion (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials (including any Submission) during or after the Promotion, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.

25. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION PAGE OR RELATED WEBSITES OR MOBILE PLATFORMS, OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.
26. BY ENTERING THE PROMOTION, ACCEPTING A PRIZE AND/OR OTHERWISE PARTICIPATING IN THE PROMOTION, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.

27. SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

MISCELLANEOUS

28. The Foundation reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, if the Foundation determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond the Foundation's control. In such an event, the Foundation will post notice of same at the Promotion Page and select the winners at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as the Foundation, in its sole discretion, deems fair and appropriate under the circumstances.
29. The Foundation reserves the right to disqualify any individual from further participation in the Promotion if the Foundation concludes, in its sole discretion, that such person (a) has attempted to tamper with any entry or selection process or other any operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards the Foundation or any other entrant or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including by using any prohibited device or method. Any failure by the Foundation to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
30. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND THE FOUNDATION RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
31. All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If the Foundation determines, in its sole discretion, that verification or auditing activity evidences non-compliance of any entry and/or entrant with the Official Rules, the Foundation reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time.
32. The Foundation reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, the Foundation reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

DISPUTES

33. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or Released Parties in connection with the Promotion, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida.
34. By entering, accepting a prize and/or otherwise participating in the Promotion, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules shall be brought only in the federal or state courts located in Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
35. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

TRADEMARKS

36. Neither Facebook, Twitter, Instagram nor LinkedIn sponsor or endorse this Promotion or the Foundation. Any questions or complaints about this Promotion must be directed to the Foundation and not to Facebook, Twitter, Instagram or LinkedIn.

WINNERS' LIST/OFFICIAL RULES

37. For a copy of the Official Rules or the final Winners' List, visit the [Promotion Page](#) or <https://foundation.usf.edu/> or mail a SASE to: 2022 Giving Week Social Media Contest c/o University of South Florida Foundation, Inc., 4202 E. Fowler Ave., ALC100, Tampa, Florida 33620, specifying either "Winners' List" or "Official Rules." Winners' List will be available after May 15, 2022.
38. Sponsor: University of South Florida Foundation, Inc.