

## Epilepsy Foundation of America Sweepstakes Official Rules

**NO PURCHASE, CONTRIBUTION, DONATION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING. THE PROMOTION (DEFINED BELOW) IS INTENDED FOR THE UNITED STATES ONLY, AND WILL BE GOVERNED BY U.S. LAW. PARTICIPATION IN THE PROMOTION IS SUBJECT TO THE PROMOTION DETAILS AND TERMS AND CONDITIONS OF THESE OFFICIAL RULES. VOID OUTSIDE OF THE UNITED STATES, PUERTO RICO, UNITED STATES TERRITORIES AND WHERE PROHIBITED BY LAW.**

- PROMOTION PERIOD.** Epilepsy Foundation of America, with its principal place of business located at 8301 Professional Place East, Landover, Maryland 20785 (the “**Sponsor**”), is holding a Sweepstakes (“**Promotion**”) commencing at 9:00 AM Eastern Time (“**ET**”) on January 4, 2021 and ending at 11:59 ET on January 31, 2021 (the “**Promotion Period**”). The Sponsor and its affiliates, subsidiaries, sales representatives, advertising, sales promotion, and all other service agencies involved with the development, production, implementation, administration, or fulfillment of the Promotion are collectively the “**Promotion Entities**”.
- ELIGIBILITY.** The Promotion is open to legal residents of the United States and the District of Columbia, excluding residents of Puerto Rico and United States territories and possessions, who are eighteen (18) years of age or older at time of entry. Promotion is void outside the United States and where prohibited by law. Employees of the Promotion Entities and the members of their immediate families (defined for these Official Rules as spouses, parents, children, siblings, and each of their respective spouses, regardless of where they reside) or individuals living in the same household (whether related or not) of any of the above are not eligible to participate.
- HOW TO ENTER.** Within the Promotion Period, entrants must complete the entry form (the “**Entry Form**”). Entrants must complete all required information in the Entry Form during registration in order to be eligible to win. No purchase, payment, donation or contribution is necessary to enter or claim a Prize, and a purchase, payment, donation or contribution will not increase your chances of winning. All registrations must be received prior to expiration of the Promotion Period.
- ENTRY MATERIAL SUBMISSION GUIDELINES.** If Entry Forms do not contain all necessary information as described in such Entry Form and these Official Rules, entrant will be disqualified. Please be certain to follow all directions. **Limit: One (1) Entry Form submission per individual, per Promotion Period.** Multiple entrants are not permitted to share the same email address. Any attempt by an entrant to enter more than one timer per Promotion Period by using multiple/different email addresses, accounts, identities, registrations, logins or any other methods, will void all of that entrant’s entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute regarding the identity of an entrant, the authorized account holder of the email address provided in connection with the Entry Form, will be deemed to be the entrant. “**Authorized account holder**” of an email address is the natural person who is assigned as the owner, holder, or responsible party assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder. Sponsor reserves the right to reject any entries that do not comply with these Official Rules. **By entering, you indicate your unconditional agreement to, and acceptance of these Official Rules, Sponsor’s privacy policy located here: [www.joinkenzie.com](http://www.joinkenzie.com), and Sponsor’s decisions, which are final and binding. You cannot win a Prize unless you comply with all requirements in these Official Rules.** All Entry Forms must be in the English language. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Promotion entries made by, or associated with, the applicable entrant.
- DRAWING DATE.** One (1) potential Winner will be randomly selected by the Sponsor on or about February 3, 2021 from all eligible entries received during the Promotion Period. The random drawing will be conducted by the Sponsor or its agent, and Sponsor’s decisions regarding the drawing results are final and binding on these Official Rules, conduct, and all other matters relating to the Promotion. Sponsor shall not enter into any correspondence or discussion regarding the same.
- WINNER NOTIFICATION.** One Winner will be notified by Sponsor on or about February 4, 2021 by email based on the contact information provided in his/her Entry Form and will be required to respond to the notification within forty-eight (48) hours indicating whether they can accept the Prize. If no response is received within the time allotted, an alternate potential Winner will be randomly selected (time permitting). Any alternate potential Winner selected will also be required to respond to the notification within forty-eight (48) hours. Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service which may result in a potential Winner not receiving initial

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Prize notification. Any potential Winners may be required to execute and return an affidavit of eligibility and liability/publicity release by returning it via email to the email address designated by Sponsor at the time of request. A Prize will be provided only upon verification by Sponsor that all Promotion requirements in these Official Rules or otherwise have been met by the potential Winner. Sponsor may require potential Winner to prove his/her identity, including proof of address. Examples of identification documents include, but are not limited to, passport, driver's license, or current utility bill. Failure of a potential Winner to comply with the above Prize claim requirements or these Official Rules for any reason, or the return of any Prize notification or Prize as undeliverable, or the determination that a potential Winner is ineligible to receive a Prize, may result in forfeiture of the Prize and selection of an alternate Winner in accordance with these Official Rules. Sponsor is not responsible for any entrant's change of email address, mailing address, telephone number, and/or other contact information. **Sponsor reserves the right to terminate or modify this Promotion at any time for any reason.** Sponsor also reserves the right to cancel, suspend or modify this Promotion in the event an insufficient number of entries are received or as a result of any fraud, technical failures, human error or any other factors that impair the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, or to be acting in violation of these Official Rules. 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 reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**YOU ARE NOT A WINNER UNTIL YOUR ELIGIBILITY HAS BEEN VERIFIED, AND IT IS DETERMINED THAT YOU HAVE COMPLIED WITH THESE OFFICIAL RULES.**

7. **PRIZES AND ODDS.** Sponsor will award one (1) grand prize (the “**Grand Prize**”) to the verified winner(s) (the “**Grand Prize Winner(s)**”) consisting of a one-hour virtual golf lesson with professional golfer, Kenzie O’Connell as well as one Callaway Mavrik Driver and one dozen Callaway Chrome Soft Truvis Red Balls. Promotion open only to U.S. citizens, or lawful permanent U.S. residents who are legal residents of the contiguous United States and 18 or older (or of majority age under applicable law), with an approximate retail value of \$250 USD. Any difference between stated value and actual value will not be awarded. A Prize is non-transferable and cannot be redeemed for cash. Odds of winning depend upon the number of eligible entrants participating in the Promotion. Sponsor reserves the right to substitute a Prize for a Prize of equal value at any time. Promotion open only to U.S. citizens, or lawful permanent U.S. residents who are legal residents of the contiguous United States and 18 or older (or of majority age under applicable law), with an approximate retail value of \$250 USD. Any difference between stated value and actual value will not be awarded. A Prize is non-transferable and cannot be redeemed for cash. Odds of winning depend upon the number of eligible entrants participating in the Promotion. Sponsor reserves the right to substitute a Prize for a Prize of equal value at any time.
8. **DISCLAIMER OF WARRANTY.** EVERYTHING ON THE PROMOTION ENTITIES’ WEBSITE(S) ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, THE PROMOTION ENTITIES MAKE NO REPRESENTATION THAT MATERIALS ON ITS OR THEIR WEBSITES RELATING TO THE PROMOTION ARE APPROPRIATE OR AVAILABLE FOR USE AT ALL LOCATIONS AT ALL TIMES. IT IS ENTRANT’S RESPONSIBILITY TO ENSURE THAT ACCESSING ANY OF THE PROMOTION ENTITIES’ WEBSITE(S) AND ENTERING THE PROMOTION IS LEGAL AND NOT PROHIBITED BY THE LAWS OF THE JURISDICTION IN WHICH ENTRANT IS A CITIZEN.
9. **INDEMNIFICATION.** By entering, you agree that Promotion Entities are indemnified, released and held harmless by you from any and all liability, for any damages, injuries, or losses of any kind to person(s), including death, or property (including pets), arising directly or indirectly from the acceptance, possession, misuse or use of the Prizes or your participation in the Promotion or any Promotion-related activity, in any way.
10. **LIMITATIONS OF LIABILITY.** The Promotion Entities are not responsible for and are hereby released from liability with respect to: (a) any printing, typographical, mechanical, or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of the Prizes; (b) lost, late, illegible, misdirected, or non-delivered entries or emails; (c) any entries submitted in a manner that is not expressly allowed under these Official Rules; (d) for lost, interrupted or unavailable satellite, network, server, Internet Service Provider, website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties; (e) other errors of any kind whether human,

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mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information; (f) any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in the Promotion; (g) any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any website; or (h) injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion or downloading or copying materials from or use of website.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO AND USE OF PROMOTION ENTITIES' WEBSITES OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITES. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 11. GENERAL CONDITIONS.** Winner(s) grant (and agree to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority the right to use the Winner(s)' name, photograph, likeness, voice, image, statements, and biographical information at any time or times for advertising, trade, publicity, and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web, without review, notification, approval or additional compensation, unless prohibited by law. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules, and any matters or proceedings shall take place in the State of Maryland. By entering, entrants consent to exclusive jurisdiction and venue of the federal or state court situated in the State of Maryland. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Promotion or any associated website, may be acting in violation of the terms of an associated website or these Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion, and randomly determine the Winner from among all eligible, non-suspect entries received prior to action taken. Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents. Further, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion or these Official Rules without notice. 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. A waiver of any provision(s) of these Official Rules must be in writing, and a waiver in one instance or provision shall not be considered a waiver of any other instance or provision.
- 12. WINNERS' LIST.** The name of the Winners will be available on or about thirty (30) days after the end of the Promotion Period. To review the Winner's list, send a self-addressed stamped envelope to Epilepsy Foundation of America, with its principal place of business located at 8301 Professional Place East, Landover, Maryland 20785.