Official Rules for the Test Your Counseling Knowledge Sweepstakes

No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

- 1. Eligibility: The Sweepstakes is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of American Counseling Association ("Sponsor"), as well as their immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
- 2. **Entry Period:** The Sweepstakes begins at 12:00 AM ET on April 2, 2018 and ends at 11:59 PM ET on April 7, 2018 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 3. **How to Enter:** Visit the American Counseling Association's Instagram page located at https://www.instagram.com/americancounselingassociation/ and take our daily interactive Instagram Stories poll. There is a limit of one (1) entry per person per day and you may not use multiple e-mail addresses or Instagram profiles to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.
- 4. **Drawing:** On or about May 1 2018, Sponsor will select one (1) potential winner(s) in a random drawing of all entries received. The odds of being selected depend on the number of entries received. Sponsor will attempt to notify potential winner(s) within five (5) business days of the drawing.
- 5. **Requirements of Potential Winner(s)**: Except where prohibited, a potential winner will be required to complete and return an affidavit of eligibility and liability/publicity release within seven (7) days of being initially contacted by the Sponsor. If a potential winner fails to sign and return these documents within seven (7) days, the potential winner will be deemed to have forfeited his or her winnings and an alternate potential winner will be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
- 6. **Prize(s):** The Winner will receive a \$100.00 electronic gift card that can be used to make a purchase on the American Counseling Association online store or to use toward an ACA membership. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.
- 7. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of

receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

- 8. Release and Limitations of Liability: By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, Instagram its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 9. **Privacy and Publicity:** Any information you provide when you enter the Sweepstakes will be used in accordance with Sponsor's <u>Privacy Policy</u>. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.
- 10. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Washington, DC, without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.
- 11. **Sponsor:** The Sweepstakes is sponsored by the American Counseling Association. This Sweepstakes is in no way sponsored by, endorsed by, administered by, or associated with, Instagram.
- 12. **Results:** For the names of the winners of any prize over \$25, please send a self-addressed stamped envelope to the American Counseling Association, 6101 Stevenson Avenue, Suite 600, Alexandria, Virginia 22304. Attn: Digital Engagement Manager. Requests must be received by May 31, 2018.