## Official Rules for the Counselors Help CAM (Counseling Awareness Month) Contest

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

- 1. **Eligibility**: The Contest 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 Contest begins at 12:00 AM ET on April 1, 2018 and ends at 11:59 PM ET on April 30, 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 Contest.
- 3. **How to Enter:** Complete the phrase "a counselor can help with..." by creating a video response. Post your video to YouTube using the hashtag #CounselorsHelp and add the hashtag to the title of your video during the Entry Period. Your video must be between 30 seconds and 3 minutes long. There is a limit of one (1) entry per person and you may not use multiple e-mail addresses or YouTube 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. All Entries must comply with the YouTube Community Guidelines, or will be disqualified.
- 4. **Selection Process**: After the close of the Entry Period, all valid entries posted on YouTube will be judged by a panel of three (3) American Counseling Association staff, or such other judges to be selected by the Sponsor at their sole discretion (the "Panel"). The nominees will be judged on:
  - (i) The number of views;
  - (ii) Originality; and
  - (iii) Impact of the service on the community.

On or about May 7, 2018, the Panel will evaluate the Finalists and pick one (1) Winner within five (5) business days. The odds of being selected depend on the number of entries or nominations received.

Sponsors will attempt to notify the potential Winner within three (3) business days of the completion of the selection process.

- 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 one complimentary registration to the American Counseling Association 2019 Conference & Expo held in New Orleans, Louisiana from May 27, 2019 May 29, 2019 (the "Event"), valued at \$665.00. The Prize does not include transportation to and from the

Event or lodging, meals or other expenses incurred in connection with attendance at the Event. 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 Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; 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 Contest, 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 Contest is subject to federal, state, and local laws and regulations and is void where prohibited. Entries cannot (i) violate the rights of others. including copyright, trade secret, license, patent, trademark, privacy or any other right; (ii) include instructions or activities that could cause harm or injury, (iii) contains any material or content that is libelous or in any way unlawful; or (iv) contain depictions of any individuals who have not granted permission to appear in the Entry.
- 8. Release and Limitations of Liability: By participating in the Contest, you agree to release and hold harmless Sponsor, YouTubeand their respective 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 Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest 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 Contest, 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 Contest will be used in accordance with Sponsor's <u>Privacy Policy</u>. Except where prohibited, participation in the Contest 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 Contest 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 Contest, 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 Contest is sponsored by the American Counseling Association. This Contest is in no way sponsored by, endorsed by, administered by, or associated with, YouTube.
- 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.