

**WINSHAPE CAMPS SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE ODDS OF WINNING. VOID WHERE OTHERWISE PROHIBITED. INTERNET ACCESS REQUIRED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK.

1. **Sweepstakes.** This Winshape Camps Sweepstakes (“**Sweepstakes**”) begins and ends at the times provided in the entry instructions (“**Sweepstakes Period**”) published at the WinShape Camps Facebook page located at <https://www.facebook.com/winshapecamps> (the “**Site**”). From all eligible entries received in connection with the Sweepstakes, exactly one (1) winner (“**Prize Winner**”) will be determined, as set forth in section 6 below. Participation in the Sweepstakes is described, regulated and clarified by, and wholly subject to, the provisions of these official rules (the “**Official Rules**”).

2. **Sponsor.** The Sweepstakes will be sponsored by WinShape Foundation, Inc. (“**Sponsor**”).

3. **Eligibility.** The Sweepstakes is open only to (a) individuals legally residing in United States or the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. and foreign territories and possessions) (“**Eligibility Area**”); (b) who are thirteen (13) years of age or older as of beginning of the Sweepstakes Period; and (c) who are authorized holders of a Facebook account. Directors, officers and employees of Sponsor and its affiliates, subsidiaries, advertising and promotional agencies, and all other entities or individuals associated with the development, administration, or fulfillment of this Sweepstakes, if any (collectively, the “**Sweepstakes Entities**”), and the immediate families of such persons (defined as spouse, child, sibling, parent or grandparent or so-called “step” or “half” variations of any of the preceding individuals), and those living in their same households, are ineligible to participate, enter, win or collect prizes in the Sweepstakes. Only individuals meeting all eligibility requirements set forth in these Official Rules may participate in the Sweepstakes or win a prize (“**Entrant**”). The Sweepstakes is VOID outside of the Eligibility Area and where otherwise prohibited or restricted.

4. **How to Enter.** Follow the entry instructions provided at the Site, before the expiration of the “Entry Period” indicated at the Site, to enter the Sweepstakes. Entrant may be required to “Like” or “Comment” on a specific post or picture on the Site to enter (the “**Entry**”). **Limit one (1) Entry per person. Submission of multiple Entries by or on behalf of the same person will result in ineligibility with respect to all Entries for such Entrant.** Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents will void all Entries made by, or associated with, the applicable Entrant. Each Entrant may be required to indicate his/her acceptance to the Official Rules where indicated; *provided, however,* that any Entrant’s participation in the Sweepstakes constitutes and is deemed such Entrant’s full and unconditional agreement to the Official Rules and any and all decisions of Sponsor and any third-party judges, which are final and binding in all respects. **This Sweepstakes is not sponsored, endorsed or administered by Facebook. All information submitted by Entrants in connection with this Sweepstakes is being submitted to Sponsor, not Facebook. To the extent of any conflict between these Official Rules and Facebook terms, guidelines or policies, these Official Rules will apply.**

5. **Prizes.** The Prize Winner(s) will be selected from the eligible Entries received and the Prize Winner will receive the prize described in the entry instructions provided at the Site (the “**Prize**”). Approximate Retail Value (“**ARV**”) of the Prize is set forth in the entry instructions provided at the Site.

6. **Prize Drawing.** Prize Winner(s) will be selected by random drawing held by Sponsor, or its designated representative upon the conclusion of the Sweepstakes Period.

7. **How to Claim Prize.** Sponsor, or its designated representative, will attempt to notify the potential Prize Winner of his/her winning status via a message to Entrant through Sponsor's Facebook account. Before any Prize is awarded, the potential Prize Winner (or his or her parent or legal guardian) may be required, in Sponsor's sole discretion, to complete, sign, and return an Affidavit of Eligibility ("Affidavit") and, where lawful, a Liability/Publicity Release ("**Release**") (collectively, "**Affidavit and Release**") within the time period specified at the time of notification. If the requested Affidavit and Release are not signed and returned prior to the time deadline indicated in the documents, or if a potential Prize Winner does not meet eligibility criteria set forth in these Official Rules, or is otherwise unwilling or unable to comply with these Official Rules, or cannot be contacted within three (3) days of the drawing date, an alternate winner will be selected by Sponsor by random drawing from among the remaining eligible Entries. Upon receipt and verification of the Affidavit and Release and compliance with the Official Rules, Winner will be contacted with further details as to how Prize Winner may redeem the Prize. No more than the advertised number of Prizes will be awarded.

8. **Odds of Winning.** The odds of winning a Prize depend on the total number of eligible Entries received.

9. **General Conditions.** Neither Sponsor nor any of the other Released Entities (defined below) are responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete Entries, or for any incorrect or inaccurate information, whether caused by Entrants, tampering, or by any of the equipment or programming associated with or utilized in the Sweepstakes, and neither Sponsor nor any of the Released Entities assume responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the Entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. If for any reason the Sweepstakes is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by Entrants, fraud, or any other causes which, Sponsor in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. Notification of any such cancellation, termination, modification or suspension shall be posted at the Site. If the Sweepstakes or any portion of the Sweepstakes is terminated before the end of the Sweepstakes Period, Sponsor will select Prize Winners in a random drawing from among the eligible Entries received as of the termination date of the Sweepstakes. In the event that a Prize cannot be awarded for any reason, or a Prize Winner is not capable of redeeming, or otherwise fails to redeem, a Prize for any reason, Sponsor reserves the right, in its sole discretion, to substitute any Prize (or portion of a Prize) with a Prize of comparable or greater value, or award a Prize to a substitute winner from among all remaining eligible Entries, as necessary. If, for any reason, more than the stated number of prizes are available and/or claimed, Sponsor reserves the right to award the available Prizes by random drawing from among the applicable claimants. An individual is not a Prize Winner until he or she has fully complied with these Official Rules. No transfer, assignment, cash redemption or substitution of a Prize is permitted without written consent of Sponsor. No portion of the Prize has any cash value and no portion of the Prize may be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated or exchanged for cash, merchandise or services, in whole or part, without the advance written consent of Sponsor. No portion of the Prize may be listed or offered for sale on eBay, Craigslist, or similar auction websites. Sponsor is not responsible for any Prizes that are lost, stolen or misplaced.

10. **General Release and Hold Harmless.** By entering this Sweepstakes and/or accepting a Prize, each Entrant and Prize Winner (for himself or herself and his or her heirs) hereby releases, holds harmless, and forever discharges each of the Sweepstakes Entities, and all of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all of their respective directors, officers, governors, employees, shareholders, and agents (collectively, the "**Released Entities**") from any and all liability, loss, harm, damage, cost, or expense (collectively, a "**Loss**") (i) associated with the Entrant's

participation in this Sweepstakes, redemption of any Prize in connection with this Sweepstakes, attendance at any events related to this Sweepstakes, and/or use or misuse of any Prize, including, but not limited to, all reasonable counsel fees and court costs incurred, property damage, personal injury, and/or death; (ii) related to the production, promotion, or execution of this Sweepstakes (or participation therein), including claims based on publicity rights, defamation, or invasion of privacy; and (iii) that may occur in connection with acceptance and/or use of the Prize or while participating in or traveling to any Prize-related activity.

11. **Limitation of Liability.** Except where prohibited, Sweepstakes Entrants agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of a Prize Winner, shall be resolved individually, without resort to any form of class action, and (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees. IN NO EVENT WILL ANY OF THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING FROM PARTICIPATION IN, OR THE PRODUCTION, PROMOTION, OR ADMINISTRATION OF, THE SWEEPSTAKES, OR ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE THAT MAY BE AWARDED. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. ANY ATTEMPT BY A ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **No Waiver.** The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

13. **Miscellaneous.** By participating in the Sweepstakes, each Entrant agrees to be bound by these Official Rules and the decisions or interpretations of Sponsor regarding the Official Rules, which are final and binding in all respects. Non-compliance with these Official Rules shall result in disqualification from the Sweepstakes. By participating in the Sweepstakes, each Entrant waives any right to claim ambiguity in these Official Rules. In the event of a dispute as to the identity of an Entrant or Prize Winner, the individual who was, at the time of entry, as determined by Sponsor, the documented registered holder of the email account used in connection with entry for the Sweepstakes will be deemed the eligible Entrant or Prize Winner, as applicable. It is the sole responsibility of the Entrant to notify Sponsor during the Sweepstakes Period if his/her email address or any other contact information changes.

14. **Publicity.** Except where and as may be prohibited by law, acceptance of a Prize constitutes the Prize Winner's express permission for Sponsor and its designees to use the Prize Winner's name, photograph, image, likeness, voice, opinions, hometown, state of residence, statement and any other identifying characteristics, including, but not limited to the taking of photographs and/or videos, in any manner and in any medium, not known or hereafter discovered or devised, worldwide in perpetuity, for

purposes of advertising, marketing, trade, promotion and/or publicity, without further notice, review, approval or authorization by Prize Winner and without payment or consideration to Prize Winner.

15. **Privacy.** Sponsor will collect, use, and protect personal data in accordance with Sponsor's privacy policy, available for review at <http://www.winshape.org/camps/wp-content/themes/launchframe/pdfs/privacy.pdf>. In the event of any discrepancy between Sponsor's privacy policy and these Official Rules, the privacy policy will govern and control.

16. **Venue and Choice of Law.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to conflicts of law/choice of law doctrine of Georgia or any other jurisdiction, and all proceedings shall take place exclusively either in the United States District Court for the Northern District of Georgia, or Fulton County State Court located in Atlanta, Georgia.

17. **Disclosure of Winners.** The first name and first initial of last name of Winner will be published at the Site for at least thirty (30) days following the expiration of the Sweepstakes Period.

© 2014 WinShape Foundation, Inc. All Rights Reserved. Printed in U.S.A.

Facebook its subsidiaries and affiliated companies do not endorse, sponsor, and is not otherwise affiliated with this promotion in any manner. Any and all registered names used in this sweepstakes are for identification purposes only. All trademarks and registered trademarks are the property of their respective owners.