Texas Christian University Office of Loyalty Giving Honor a Horned Frog Contest Official Rules

HONOR A HORNED FROG CONTEST (“CONTEST”)

THIS CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

This promotion is in no way sponsored, endorsed or administered by or associated with Twitter, Instagram or Facebook. You understand that you are providing your information to the Texas Christian University Advancement Office, and not to Twitter, Instagram, or Facebook, including full name and email address. The information you provide will be governed by the privacy policy posted at http://www.tcu.edu/privacy.asp.

1. ELIGIBILITY: The Honor a Horned Frog Contest is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older at time of entry. Employees and agents of Texas Christian University and the TCU Advancement Office (“Sponsor”), and its present and future direct and indirect parents, affiliates, successors, partners, subsidiaries, officers, employees, directors, agents, licensors, licensees, distributors, retailers, and advertising and promotion agencies are not eligible to participate. The Contest is governed by U.S. law, is subject to all applicable federal, state and local laws and regulations, and is void where prohibited or restricted by law or regulations.

2. HOW TO ENTER: To enter, post a photo or video of the person you honored and telling us why you Honored a Horned Frog with a gift to TCU using the hashtag #HonoraHornedFrog to be entered into a drawing for a prize. Entries must be non-professional, original, unpublished, and may not have previously won any prize or award. Entries must not: (a) feature or reference third-party trademarks, logos or other intellectual property, including, without limitation, on clothing in any way that would violate the rights of others if used in advertising or any other commercial context; (b) contain any infringing use of copyrighted works, including, without limitation, music (unless created, owned and/or licensed by the entrant); (c) contain vulgar, obscene or indecent language or behavior; (d) defame, libel or otherwise violate the rights of any third party; (e) violate any federal, state or local laws or ordinances; or (e) be offensive, dangerous, disparaging, lewd or otherwise inappropriate in any way as determined by the Sponsor in its sole discretion. Entries must keep with the Sponsor’s image and entries that are, in Sponsor’s sole opinion, inappropriate, not in keeping with Sponsor’s image or that are otherwise not in compliance with these Official Rules may be disqualified. Sponsor reserves the right to pre-screen entries and remove (or not post) any material it deems inappropriate.

The Contest begins at 8:00:00 AM, Central Standard Time (“CST”) on February 20, 2017 and ends at 5:00:00 PM CST on March 31, 2017 (“the Contest Period”). Only one (1) entry per person for the entire Contest Period; duplicate entries for the same individual will be disqualified. If a person enters more than one (1) time, all entries from such individual will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry.

3. SELECTION OF WINNER: On April 3, 2017 at 3:00 CST, TCU Loyalty Giving staff will review contest entries and select an entry from the contest period. Selection of the winner will be determined by the content of the photo or video, and the description of the photo or video. The selection of a winner does not obligate TCU to any certain amount of usage and that we retain the right to extend the contest deadline at our sole discretion.

4. PRIZES: The Honor a Horned Frog contest prize includes but is not limited to a selection of the following prize packages: CatStudio prize pack, Patagonia prize pack, Tailgate/Picnic prize pack, or a FitBit Charge 2. Winner will receive one prize from the list. Winner is responsible for all federal, state and local taxes and all other costs and expenses associated with prize acceptance and use not specified herein as being awarded, including without limitation, installation of appliances, and other expenses or costs relating to the prize not expressly set forth above. No transfer of prize is permitted by Winner. Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value if any advertised prize becomes unavailable. All prize details, such as color, options, etc., are at Sponsor’s discretion. Unclaimed or rejected prizes will not be awarded. Sponsor will arrange for delivery of prize to Winner via a distributor in Winner’s area.

5. WINNER NOTIFICATION/VALIDATION: Winner will be chosen and announced on April 3, 2017 on the TCU Loyalty Giving Facebbok and Twitter, as well as by email. Winner does not need to be present to win. Winner will have 10 days to respond to notification. All potential Winners are subject to verification at the sole discretion of Sponsor. Unless otherwise prohibited, the Winner and any individual(s) appearing in any entry video/audio may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within ten (10) days of notification attempt. Failure to comply when requested may result in disqualification and selection of alternate winner. Neither Sponsor nor its affiliates or agencies are responsible for lost, late, stolen, misdirected, delayed or damaged mail or notifications.

6. REPRESENTATIONS AND WARRANTIES: Entrant represents and warrants that: (a) he/she is the sole and exclusive originator of the entry submitted as part of the entry process, including without limitation any and all copyrights therein, and each entry is free of any adverse claim by any person or entity; (b) the entry does not infringe or violate the copyright, literary, privacy, publicity, trademark, service mark, trade name, trade secret, intellectual property right, any other common law or statutory right, or any other personal or property right of any person or entity; (c) the entry will not constitute a libel or defamation of any third party; (d) the entry does not contain any material that otherwise violates any criminal prohibition or the personal or proprietary rights of any person or entity; and (e) the entry does not violate any federal, state or local laws or ordinances.

7. GRANT OF RIGHTS: By accepting or participating in a prize, the Winner irrevocably consents to the use of such Winner’s name, likeness, image, voice, performance (in connection with interviews and other recordings), biographical information, and statements relating to the Contest or Sponsor, without further compensation, in all worldwide marketing, promotion, and publicity carried out in perpetuity by Sponsor in connection with this Contest.

8. INDEMNIFICATION: Entrant hereby agrees to defend, indemnify and hold harmless Sponsor and its present and future direct and indirect parents, affiliates, successors, partners, subsidiaries, officers, employees, directors, agents, licensors, licensees, distributors, retailers, advertising and promotion agencies, and the immediate families or household members of each, and all others associated with the development and execution of this Contest (collectively the “Sponsor Affiliates”) against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to any breach by the entrant of any provision of this document, including, without limitation, entrant’s representations and warranties.

9. RELEASE OF LIABILITY: By participating, entrant releases Sponsor Affiliates, all others associated with the development and execution of this Contest, and Snapchat, Facebook, Twitter, and Instagram from and against any and all injury, loss or damage caused or claimed to be caused by his/her participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of any prize, and entrant agrees that these entities are in no matter responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize.

10. GENERAL: All federal, state and local laws apply. By participating, entrants agree to be bound by: (a) these Official Rules, including all eligibility requirements, and (b) the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Sponsor is not responsible for: (a) lost, late, misdirected, damaged, garbled or illegible entries; (b) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (c) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Contest. Sponsor reserves the right to permanently disqualify from this Contest any person it believes has violated these Official Rules. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other problem corrupts the administration, security, or proper play of the Contest, as determined by Sponsor in its sole discretion. If the Contest is terminated before the end date/time, Sponsor will determine the Winner from all eligible entries received as of the termination date/time. If any such malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Contest, Sponsor may, in its sole discretion, suspend or terminate the Contest by posting a notice at http://www.facebook.com/TCUReunions.

11. DISCLAIMERS: Under no circumstances, including negligence, shall any of Sponsor Affiliates be liable for any direct, indirect, incidental, special or consequential damages, including without limitation, property damage, personal injury and/or death, resulting from participation in the Contest or acceptance, use or misuse of any prize. By entering the Contest you agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney’s fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Official Rules and all disputes shall be governed by the internal laws of the state of Texas, without regard to principles of conflicts of laws, any disputes shall be resolved exclusively in the state or federal courts in the state of Texas, and you expressly consent to the jurisdiction of said courts and waive any objection thereto.

12. WINNER’S NAME: For name of Winner, please send a self-addressed stamped envelope to Office of Loyalty Giving, Texas Christian University, TCU Box 297440, Fort Worth, TX 76129. Requests must be received by April 30, 2017.

13. SPONSOR OF CONTEST: Texas Christian University, Texas Christian University Advancement and the TCU Office of Loyalty Giving

Abbreviated Rules for advertising:

NO PURCHASE NECESSARY. MUST BE RESIDENT 0F 50 UNITED STATES OR DISTRICT OF COLUMBIA, 18 OR OLDER AT THE TIME OF ENTRY. TO ENTER, SEND US A PHOTO OR VIDEO OF WHO YOU HONORED WITH A GIFT TO TCU AND WHY TELLING USING THE HASHTAGS #HONORAHORNEDFROG TO BE ENTERED INTO A DRWAING FOR A PRIZE. BEGINS AT 8:00:00 AM CST ON FEBRUARY 20, 2017 AND ENDS AT 5:00:00 PM CST ON MARCH 31, 2017. PRIZES: CONTEST PRIZE INCLUDES BUT IT NOT LIMITED TO A SELCTION OF A PRIZE PACKAGE. VOID WHERE PROHIBITED. ADDITIONAL TERMS APPLY. SEE DETAILS AND OFFICIAL RULES AT TCUGIVESDAY.TCU.EDU. SPONSOR: TEXAS CHRISTIAN UNIVERSITY OFFICE OF LOYALTY GIVING.