

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who sign up at [siouxfallsjaycees.org](http://siouxfallsjaycees.org) and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of Sioux Falls, Lyons, Colton, Baltic, Dell Rapids, Canton, Lennox, Beresford, Brandon, Harrisburg, and Tea and is void where prohibited by law. Board members of The Sioux Falls Jaycees and immediate family members and/or those living in the same household of Board Members are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Sioux Falls Jaycees as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on Friday, April 12, 2019 at 8 am Central Daylight Time and ending Friday, April 19, 2019 at 11:59 pm Central Daylight Time. All online entries must be received by Friday, April 19, 2019 at 11:59 pm Central Daylight Time.

4. How to Enter: The Campaign must be entered by submitting an entry using the online entry options provided at [siouxfallsjaycees.org/projects/sandbox-fill](http://siouxfallsjaycees.org/projects/sandbox-fill). The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that

are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of The Sioux Falls Jaycees. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of The Sioux Falls Jaycees.

5. Prizes: The Winner(s) of the Campaign (the “Winner”) will receive 1 Turtle Sandbox (approx 38.75 x 43.25 x 12.00 Inches) and 2 wheelbarrows of sand. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by The Sioux Falls Jaycees. No cash or other prize substitution shall be permitted except at The Sioux Falls Jaycees discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for The Sioux Falls Jaycees to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of The Sioux Falls Jaycees. Winner will be notified by email within two (2) days following selection of Winner. The Sioux Falls Jaycees shall have no

liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 3 days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE SIOUX FALLS JAYCEES' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that The Sioux Falls Jaycees, anyone acting on behalf of he Sioux Falls Jaycees, and he Sioux Falls Jaycees' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. A sign from the sponsor will be placed in the Winner's yard upon delivery of the Prize.

9. Terms & Conditions: The Sioux Falls Jaycees reserve the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug,

non-authorized human intervention, fraud, or other cause beyond The Sioux Falls Jaycees' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Sioux Falls Jaycees may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by The Sioux Falls Jaycees. The Sioux Falls Jaycees reserve the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. The Sioux Falls Jaycees has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, The Sioux Falls Jaycees reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless The Sioux Falls Jaycees and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or

software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND SOUTH DAKOTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Dakota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Sponsor: The Sponsor of the Campaign is Albers Painting, 612 W. 2nd Ave, Lennox, SD 57039.

13. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by The Sioux Falls Jaycees is in no way sponsored, endorsed, administered by, or associated with Facebook.

14. By entering the Campaign, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.