

## **BJU Instagram Contest Terms and Conditions**

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

1. **Eligibility:** This contest is open to those who are 13 years or over and are part of the Bob Jones University (BJU) community, unless otherwise specified in the contest description.
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 BJU as final and binding as it relates to the content of this contest.
3. **Contest Period:** Entries will be accepted during the dates listed in individual contest announcements. All entries must be received by the end date listed in the contest description.
4. **How to Enter:** The contest must be entered by following the guidelines listed on the Bob Jones University (@bjuedu) Instagram account. The entry must fulfill all contest 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 BJU.
5. **Prizes:** The Winner(s) of the contest will receive the contest prize(s) specified in the individual contest announcements. The specifics of the prize shall be solely determined by BJU. No cash or other prize substitution shall be permitted except at BJU’s discretion. The prize is nontransferable. 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 BJU 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 random drawing or other method specified in individual contest announcements under the supervision of BJU. Winner will be notified through Instagram within 3 business days following selection of Winner. BJU shall have no liability for Winner’s failure to receive notices due to spam, junk email 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 30 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 BJU’s 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 contest (e.g., photo, video, text, etc.), You understand and agree that BJU, anyone acting on behalf of BJU, and BJU 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. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third

party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of BJU. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless BJU from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which BJU may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: BJU reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond BJU's control corrupt or affect the administration, security, fairness, or proper conduct of the contest. In such case, BJU may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by BJU. BJU reserves 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 contest or website or violates these Terms & Conditions. BJU has the right, in its sole discretion, to maintain the integrity of the contest, 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 contest may be a violation of criminal and civil laws. Should such attempt be made, BJU 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 BJU 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 contest 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 SOUTH CAROLINA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, 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 contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Carolina 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 contest). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the BJU website.

13. Sponsor: The Sponsor of the contest is BJU.

14. By entering the contest, You, the Contestant, have affirmatively agreed that you have reviewed and accepted all of the Official Rules.