

Agway Energy SU vs Duke Ticket Giveaway

OFFICIAL RULES

If you participate via mobile device, message and data rates may apply.

1. ELIGIBILITY:

A. **NO PURCHASE IS NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Agway Energy SU vs Duke Ticket Giveaway (the “Giveaway”) is open to legal residents of the 50 United States and the District of Columbia, age eighteen (18) years or older at the time of entry, except employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of Agway Energy Corp. (“Sponsor”), IMG College, LLC (“Administrator”), Syracuse University Department of Athletics (“Syracuse”), and each of their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies and affiliated entities (collectively, including Sponsor, the “Sweepstakes Entities”).

B. The Giveaway is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. By entering the Sweepstakes, entrants agree to accept and be bound by all terms of these official rules (“Official Rules”). Void where prohibited by law.

2. HOW TO ENTER:

A. From 12:01:00 am Eastern Time (“ET”) on Saturday January 11th 2020 through 11:59:59 pm ET on Monday January 27th 2020 (the “Entry Period”), Sponsor and Administrator will conduct a Sweepstakes encouraging participants to enter for a chance to win a prize. There is one way to enter the Sweepstakes:

Entrant must visit the website located at <https://contests.cuse.com/contest/3919>

(the “Website”) and follow the instructions to complete and submit the online form, including entrant’s name, address, telephone number, email address, and any other information requested on the form. Entrant will receive one (1) entry for each qualified registration. To be eligible, each Sweepstakes entry must be received no later than 11:59: pm ET on Monday January 27th 2020. **LIMIT ONE ENTRY PER PERSON.**

B. Entries generated by script, macro or other automated means will be void. The Sweepstakes Entities are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person’s ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Sponsor’s control, that corrupt the integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant

ineligible. All entries become the property of the Sponsor and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

3. HOW TO WIN:

A. On or around Monday January 27th 2020, one (1) potential winner (when verified by Sponsor and Administrator as set forth below, the “Winner”) will be selected in a random drawing from all eligible entries received during the Entry Period.

Each potential Winner will be notified by Sponsor or Administrator via email and/or telephone and must meet all eligibility requirements, including timely replying to the notification and execution and return of all necessary releases and documents (if any) required by Sponsor and/or Administrator. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules. Odds of winning depend on the number of eligible entries received.

B. If there is a dispute as to the identity of a Winner, the winning entry will be declared to have been made by the authorized email account holder at time of entry. Such potential Winner will be disqualified, the prize will be forfeited and an alternate potential Winner will be selected by alternate random drawing from among all remaining eligible entries and an alternate Winner may be selected at Sponsor’s sole and absolute discretion if: (i) any prize notification is returned as undeliverable; (ii) a potential Winner declines his or her prize; (iii) a potential Winner fails to comply with any of the Official Rules; or (iv) a potential Winner does not respond to notification or accept the prize within twelve (12) hours.

C. The decisions of Sponsor and Administrator in all matters regarding this Sweepstakes are final and binding.

4. PRIZES:

A. One (1) Winner will receive:

(i) One grand prize winner receives two (2) courtside seats (“ARV”) \$2000);

Secondary prizes: four (4) fans will receive two (2) lower level tickets to SU vs Duke (“ARV”) \$600

TRAVEL, MEALS, AND LODGING ARE NOT INCLUDED AS PART OF THE PRIZE.

B. THE TOTAL ARV OF THE PRIZE IS: AT LEAST TWO THOUSAND SIX HUNDRED DOLLARS (\$2600 US)

C. No substitution or transfer of prizes or cash redemption is permitted. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. There will be no substitutions if the Winner is unable for any reason to attend the Game. If the Game is canceled or postponed for any reason, no tickets will be provided in lieu thereof, nor will

Sponsor award an alternate prize or cash value of Game tickets or any part of the Prize. Game tickets and gift cards are subject to certain terms and conditions as specified by issuer.

D. Winner is responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. Prize will be fulfilled within a reasonable time of Sponsor's or Administrator's verification of Winner. All prize details and additional terms, conditions, or eligibility requirements are in Sponsor's and/or Administrator's discretion.

5. **GENERAL:** By entering this Sweepstakes, entrant grants Sweepstakes Entities and their designees the right, unless prohibited by law, to use their names, user names, entries, cities and states of residences, voices, avatars, pictures and likenesses, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Sweepstakes Entities and all matters related to the Sweepstakes, in any manner or medium, now or hereafter known, throughout the world in perpetuity. THE SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY AND ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT SPONSOR HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

6. **DISPUTES:**

A. Except where prohibited, entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in the State of New York; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages other than for actual out of pocket expense and any and all rights to have damages multiplies or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or entrants' and/or Sponsor's rights and obligations in connection with the Sweepstakes are governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules.

B. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in sweepstakes materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

7. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in this Sweepstakes will be used by Sponsor, Syracuse, Administrator, their affiliates, agents and marketers in accordance with: Sponsor's privacy policy, located at <https://www.metromattress.com/terms-conditions/>; Syracuse's privacy policy, located at <https://www.syracuse.edu/about/site/privacy-policy/>; and with Administrator's privacy policy, located at <https://www.sidearmsports.com/privacy-policy/>.

8. OFFICIAL RULES OR WINNERS LIST: For a copy of the Official Rules or Winner List (available on or about January 27, 2020, send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than March 1, 2020 (Please specify "Official Rules" or "Winners"): Agway Energy SU vs Duke Ticket Giveaway, Learfield IMG College/Legal Department, 540 North Trade Street, Winston-Salem, North Carolina 27101.

9. SPONSOR/ADMINISTRATOR: Sponsor: Agway Energy Corp., 3545 John Glenn Boulevard, Syracuse, New York 13209. Administrator: IMG College, LLC, 540 North Trade Street, Winston-Salem, North Carolina 27101.