

# **TOURO UNIVERSITY CALIFORNIA**

## **Official Sweepstakes Rules and Regulations**

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.  
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

### **General**

The Sweepstakes (the “Sweepstakes”) will begin on the date referenced in the Sweepstakes and will end on the date referenced in the Sweepstakes (the “Sweepstakes Period”).

Before entering the Sweepstakes, each entrant must review and agree to be bound by the Sweepstakes’ Official Rules and Regulations as set out below. By entering the Sweepstakes, entrants accept and agree to be bound by the Official Rules and Regulations, and accept the decisions of the Sponsor as final and binding in all respects.

### **Sponsor**

Sweepstakes is sponsored by **Touro University California (the “Sponsor”)**. All communication with respect to the Sweepstakes, including requests to be removed from future Sweepstakes mailings, should be directed to the Sponsor at the following address:

Touro University California  
1310 Club Drive  
Vallejo, CA 94592

### **Eligibility**

The Sweepstakes is open only to legal residents of the United States who are at least eighteen (18) years of age or older by the date the Sweepstakes begins. The Sweepstakes is void where prohibited or restricted by law. Anyone participating in the Sweepstakes or claiming a prize in the Sweepstakes in violation of these rules will be disqualified.

The Sweepstakes is not open to the following persons: employees, agents or representatives of suppliers providing prizes or other materials or services in connection with this Sweepstakes, including promotional agencies, (collectively, the “Excluded Individuals”); immediate family members (parent, child, sibling and spouses of each) of the Excluded Individuals; and any other persons with whom the Excluded Individuals reside.

### **How to Enter; Selection of Winners**

Entrants access the referenced website and sign-up for the Sweepstakes. Once registered for the Sweepstakes, the Entrant will be asked to complete the online entry form. *(Note- If there is a game or challenge associated with the Sweepstakes, participation in the challenge or game is optional. Participants may elect to bypass the challenge or game registration and enter the Sweepstakes by completing the online entry form at any time after accessing the website.)*

Entrants must provide all information requested in the entry form in order to participate in the Sweepstakes

Winners will be selected in a random drawing from all eligible entries received. The drawing will be held on or about the date referenced in the Sweepstakes, by a representative of the Sponsor.

All entries must be received prior to the close of the Sweepstakes Period. Limit of one (1) entry per person during the Sweepstakes Period. Any person submitting more than one entry may be disqualified.

The Sponsor will notify potential winners by e-mail within five (5) business days of the drawing. The Sponsor may, in its discretion, also confirm with winners by telephone or in writing. In the event the Sponsor is unable to contact a potential winner despite reasonable efforts to do so, as determined in the Sponsor's sole discretion, such winner's prize will be forfeited and an alternate winner may be chosen by the Sponsor.

The e-mail notification will include a link that contains a copy of an Affidavit of Eligibility Form (the "Affidavit Form"), and other information required to claim the prize. All completed Affidavit Forms must be received by the Sponsor by the date referenced in the Sweepstakes ("Submission Deadline"). All completed Affidavit Forms become the property of the Sponsor. All Affidavit Forms will be verified by the Sponsor. In order to claim a prize, each winner must complete the Affidavit Form which includes representations of eligibility, compliance and releases of liability, and a publicity release. Among other things, the submission of the Affidavit Form confirms compliance with these rules, acceptance of the prize as awarded and release of certain parties from any losses, liabilities, damages or claims arising from or related to the prize awarded and the Sweepstakes itself. If a potential winner fails to submit the Affidavit Form with all information required by the Submission Deadline, the Sponsor reserves the right to disqualify the potential winner, and the Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

The winner must prove he or she is the qualified winner by presenting identification acceptable to the Sponsor (e.g., state driver's license; state issued identification card; valid passport with address verification; or birth certificate with social security card and photo identification and address verification). If a winner cannot prove he or she is the qualified winner, the prize will not be awarded. If a winner declines the prize, another winner may be selected from the eligible entries received.

### **Prizes/Value of Prizes**

Prizes will vary according to each Sweepstake. Please reference the Sweepstake for more details.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by the Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but the Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. The winner is responsible for all applicable federal, state, local and other tax liabilities, including but not limited to, sales and use taxes, excise taxes, income and withholding taxes, customs duties, fees and like amounts in connection with a prize. The

Sponsor is not responsible for any such taxes or expenses. A Form 1099 may be submitted to all appropriate taxing authorities.

### **Odds of Winning**

The overall approximate odds of winning depend on the number of eligible entries received.

### **Winners List**

For the names of the winners, you may send a self-addressed, stamped envelope within five (5) days of the Sweepstakes' conclusion, to the Sponsor.

### **Release; Consent to Use Likeness, Voice and Address**

By entering the Sweepstakes, each winner agrees: (a) to abide by these rules and the decisions of the Sponsor, which shall be final and binding in all respects; (b) to release and hold harmless the Sponsor, its subsidiaries and affiliates of the Sponsor and the franchisees and affiliated merchants of each of the foregoing, all prize suppliers, all agents or representatives of the foregoing, including without limitation their advertising and promotional agencies, and each of their respective officers, directors and employees (collectively, the "Released Parties") from any and all claims, liability, loss or damage whatsoever arising with respect to the Sweepstakes or the awarding, receipt, possession and/or use or misuse of any Sweepstakes prize and further acknowledges that none of the foregoing persons have made nor are responsible or liable for any warranty, representation or guarantee a particular purpose thereof. Prizes awarded may carry their own product warranty, for which the Released Parties have no responsibility of liability; and (c) to consent to the use of his or her name, image, voice, likeness, city and state of residence and/or photographs without compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor and/or its advertising or promotional agencies without limitation or further notification, and without providing compensation or intellectual property rights to the Entrant, except where prohibited. *(Note- If contest involves submission of essays, photos, or other material, Sponsor may utilize any Submission for promotional purposes, advertising and other promotional tools in perpetuity without compensation of any kind to entrant. Entrant will not have any ownership of intellectual property Sponsor creates using any Submission.)*

### **General Conditions**

Entries that are incomplete, mutilated, altered, reproduced, forged, counterfeited or irregular in any way, are automatically void. The Released Parties are not responsible for the following: (a) lost, late, delayed, illegible, inaudible, stolen, damaged, altered, destroyed, mutilated, misdirected, illegal, incomplete or postage due rule requests, entries or prize claims; (b) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software typographical, mechanical, telephonic, electronic or network relating to or in connection with this Sweepstakes, including, without limitation, errors which 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; or any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the Sweepstakes.

Entrants may be disqualified if automatic voting software is used in their favor or if the Sponsor determines, in its sole discretion that said Entrant tampered with the voting process or participated in, induced, or caused in any way any false, fraudulent, or improper voting, including, without limitation, participating in a voting trust, voting agreement, and/or offering prizes or other inducements to members of the public, as determined by the Sponsor in its sole discretion. The Sponsor reserves the right, in its sole discretion, to select an alternate winner should the voting appear to have been tampered with or manipulated in any way.

Entrants may also be disqualified if the Sponsor learns that the entrant disparages the Sponsor during or after the Sweepstakes Period. Entrants should be aware that the Sponsor retains the right to take legal action against entrants who commit libel or slander against the Sponsor during or after the Sweepstakes Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Sweepstakes if the Sweepstakes is not capable of being completed as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort beyond the reasonable control of the Sponsor, which corrupts or impairs the administration, security, fairness or proper play of this Sweepstakes.

The Sponsor is not responsible for printing errors in the Sweepstakes materials or these Official Rules and Regulations. If, due to a production or printing error or other unforeseen error, there are more winners than prizes for any level, the Sponsor reserves the right to award any remaining prizes for that level through a random drawing of all eligible winners for that level. No more than the number of prizes listed herein will be awarded.

No correspondence will be entered into except with potential winners.

By entering the Sweepstakes and voluntarily providing your personal information as described in these Official Rules and Regulations, you agree to the collection and use of your personal information by the Sponsor and its representatives, promotional agencies and marketing organization for the purpose of administering the Sweepstakes, including without limitation contacting entrants in the respect of the Sweepstakes and disclosing the list of winners. Your personal information may be used for future promotions and marketing of the Sponsor, its affiliates, representatives, and promotional agencies but will not be used for any other purpose nor will it otherwise be disclosed to third parties, unless otherwise required by law. If you would like to be excluded from all lists used by the Sponsor for any future promotions and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor.

This Sweepstakes and the terms and conditions contained in these Official Rules and Regulations shall be exclusively governed and constructed in accordance with the laws of the State of California and the federal laws of the United States of America applicable therein. Any dispute arising hereunder shall be settled through expedited binding arbitration before a single arbitrator

(who shall be an attorney knowledgeable in the subject matter) and shall be conducted at Sponsor's site, in accordance with the applicable rules of the American Arbitration Association ("AAA"). The costs of such arbitration shall be borne equally by the parties with each party also bearing its own attorneys' fees and any costs associated with presenting its proof. You and Sponsor agree to the exercise of personal jurisdiction over you by the AAA.

This Sweepstakes is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law.

If any one or more provisions of these rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these rules. These Official Rules and Regulations, along with the individual contest, make up the entire Agreement between Sponsor and Entrant.