

# Official Rules

**PURCHASE AND PAYMENT IS NECESSARY TO ENTER OR WIN THIS PRIZE DRAWING. A PURCHASE AND PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY.** The "Mother's Day Giveaway" (the "Prize Drawing") is sponsored by "D. Geller & Son Jewelry" ("Sponsor"), Georgia Tech Athletic Association ("University") and Legends ("Administrator"). The Prize Drawing is open only to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia, and are at least eighteen (18) years old. The Prize Drawing is void in all other jurisdictions and where prohibited or restricted by law. Employees, agents, representatives, officers and directors of Sponsor, and its subsidiaries, affiliates, advertising and promotional agencies, and the immediate families (defined as spouses and biological, adoptive or step-parents, legal guardians, children, siblings, or grandparents, their respective spouses and any dependent under applicable income tax law) or members of the same household (those who share the same residence, whether related or not) of each are not eligible to enter. The Prize Drawing, and any website pages and advertisements relating thereto, is intended for viewing only within the jurisdictions where the Prize Drawing is offered and entrants must be present in the United States or the District of Columbia at the time they enter.

**2. ENTRY PERIOD.** The Prize Drawing entry period begins at 2:00 p.m. Eastern Time on May 3<sup>rd</sup>, 2024 and ends at the earlier of 11:59 p.m. Eastern Time on May 11<sup>th</sup>, 2024 or when all instant win prizes have been won (the "Entry Period"). Sponsor's server clock is the official timekeeper in this Prize Drawing.

### **3. HOW TO ENTER**

a. There are one (1) methods of entry in the Prize Drawing (via online purchase) as described below.

ii. ONLINE ENTRY: During the Entry Period, purchase one (1) season ticket membership to Georgia tech women's basketball, men's basketball, and or football for valid entry.

b. FOR ALL ENTRIES: All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online entry submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, proof of age and other claims of/information provided by a potential prize winner. Duplicate entries will be voided. LIMIT: One prize per participant, household and/or family.

**4. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Prize Drawing, each entrant irrevocably, fully and unconditionally agrees to be bound by and accepts these Official Rules, and any other documents, instruments, releases and agreements required under these Official Rules, and the decisions of Sponsor and Administrator (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of the prizes), which are final and binding in all respects. By participating, each entrant waives any right to claim ambiguity in these Official Rules and or any other Prize Drawing-related advertising or materials.

### **5. WINNING; NOTIFICATION; ODDS.**

a. One (4) random winner will be generated during the Entry Period.

b. Each potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements stated herein. Each potential winner (and if applicable, the

selected entrant's parent or legal guardian) will be required to execute and return to Sponsor/Administrator an Affidavit of Eligibility, a Liability Release, and a Publicity Release (except where prohibited by law) (an "Affidavit/Release") in the form(s) provided by Sponsor/Administrator in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor/Administrator by the date and/or time indicated within the Affidavit/Release or such potential winner may be disqualified.

c. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR/ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PRIZE DRAWING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PRIZE DRAWING SHOULD SO INDICATE UNLESS AND UNTIL THE ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR/ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.

## 6. PRIZES.

a. Subject to these Official Rules, at least four (4) prizes will be awarded during this Prize Drawing. The approximate retail/fair market value of all prizes collectively is \$5,000.

The Prize Drawing includes:

- One (1) D. Geller & Son Jewelers gift card of \$500
- One (1) D. Geller & Son Jewelers gift card of \$1,000
- One (1) D. Geller & Son Jewelers gift card of \$1,500
- One (1) D. Geller & Son Jewelers gift card of \$2,000

b. All prizes in the Prize Drawing are nontransferable, nonassignable, and nonnegotiable. Age restrictions are applicable to some prizes. All prizes must be accepted as awarded. Prizes are awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No cash or other substitution may be made, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize (or component thereof, including cash) of equal or greater value if a prize is not available for any reason as determined by Sponsor in its sole discretion. Prize winners and guest(s) must comply with all rules and regulations. Each winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. Entrants waive the right to assert as a cost of winning a prize any and all costs of verification and redemption to redeem or use any prize in the Prize Drawing.

**7. PUBLICITY.** Except where prohibited by law, participation in the Prize Drawing constitutes each winner's grant of non-exclusive rights to Sponsor and its designees to record and photograph each winner at any prize activity and to use winner's name, biography, likeness, voice, photograph, opinion, statement, hometown, state and any recording or film of winner for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, review, payment, consideration or consent.

**8. GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Prize Drawing if, at Sponsor's sole discretion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Prize Drawing, or if viruses, bugs, unauthorized intervention, fraud,

technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Prize Drawing. In such event, Sponsor reserves the right in its sole discretion (but do not have any obligation) to award the applicable prize to a potential winner from among eligible, non-suspect entries received up to the time of the suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Prize Drawing or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Prize Drawing may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**9. RELEASE.** By entering, each entrant forever and irrevocably releases, discharges and holds harmless Sponsor, University, the Board of Regents of the University System of Georgia on behalf of the Georgia Institute of Technology and Administrator, and their respective parents, subsidiaries, affiliates and agents (including advertising and promotion agencies), and all of the respective employees, officers, directors, members individually, and agents of all of the foregoing from and against all claims, damages, causes of action of whatever kind or nature or liabilities arising in whole or in part, directly or indirectly, known or unknown, foreseen and unforeseen, resulting in any way whatsoever from entrant's participation and/or entry in the Prize Drawing and/or entrant's award, receipt or use of any prize awarded in the Prize Drawing.

**10. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website, wireless service, or other service; (d) unauthorized intervention in any part of the entry process or the Prize Drawing; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Prize Drawing or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Prize Drawing, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.

**11. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Prize Drawing, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Atlanta, Georgia; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Georgia for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Prize Drawing but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning

the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Prize Drawing shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Georgia, United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

**12. DATA COLLECTION.** Sponsor collects personal information from participants when they enter the Prize Drawing. As applicable, the information collected is subject to the Privacy Policy of Sponsor located at [D. Geller & Son Jewelers | Privacy Policy](#) personal information will be used to subscribe you to Georgia Tech Athletic Association electronic correspondence, administration of the Prize Drawing and prize fulfillment.

**13. OFFICIAL RULES.** These Official Rules are available at [ramblinwreck.com/mothersday24](http://ramblinwreck.com/mothersday24) or by sending a self-addressed postage-stamped envelope to GEORGIA TECH ATHLETICS 2021 Enter to Win — Rules Request," Georgia Tech Athletic Association, Attn: Legends, 150 Bobby Dodd Way, N.W., Atlanta, GA 30332-0455. Residents of Vermont need not affix return postage.

**14. SPONSOR.** The Sponsor of the Prize Drawing and the addresses at which the Sponsor may be contacted is: Sponsor: D. Geller & Son ("Sponsor"), 2955 Cobb Parkway SE, Suite 230, Atlanta, GA 30339.