

WIN a Spring 2021 Meal Plan Contest
OFFICIAL RULES
NO PURCHASE NECESSARY
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING

1. **ELIGIBILITY:** Binghamton University Dining Services' "WIN a Spring 2021 Meal Plan" Contest is open to Binghamton University students and family members. Students must be 18 years of age or older and in good standing at Binghamton University. Students meeting the eligibility requirements who are also part-time Sodexo employees are eligible to participate. Winners may be required to provide proof of enrollment and proof of age to claim prize. Void where prohibited or restricted by law. Employees of Sodexo and their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible. All federal, state, and local laws and regulations apply. This Contest is not open to the general public.
2. **AGREEMENT TO OFFICIAL RULES:** By participating in the Contest, entrant (or parent/legal guardian, if winner is deemed a minor in his/her state of residence) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor which are final and binding in all matters related to the Contest.
3. **TO ENTER:** Beginning at 12:00 P.M. Eastern Time (ET) on October 23, 2020 through 12:00:00 PM (ET) on October 24, 2020, log on to www.binghamtonudining.com and click on WIN a meal plan and complete the on-line trivia entry form. Limit one (1) entry per Binghamton student. Any attempt by an entrant to obtain more than one (1) entry by using multiple/different email addresses or any other methods will void that entrant's entries and that entrant may be disqualified.
4. **RANDOM DRAWING/WINNER NOTIFICATION:** Potential Prize winner will be selected in a random drawing from entries received with the most correct answers held on or about October 26, 2020. Odds of winning depend on the number of eligible entries received. Decisions of the Sponsor are final. Potential winners will be notified by Binghamton University Dining Services via email and will be required to respond by the date specified in the email. The winner will also be announced on Instagram and Facebook @Bingcampusfood on October 26, 2020. If a potential prize winner does not respond by specified date, is found to be ineligible, is not in compliance with these Official Rules, is disqualified or forfeits prize for any reason, declines to accept the prize, or if the prize notification or prize is returned as undeliverable, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly from all remaining non-winning entries received during the Contest, even if the disqualified potential Prize winner's name may have been publicly announced. Sponsor/Promotional Participants assume no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or insufficient space in user's e-mail account to receive e-mail. Upon verification of eligibility, prize will be awarded on the student's bill for Spring 2021 at Binghamton University. By accepting prize, each winner (or parent/legal guardian if winner is deemed a minor in his/her state of residence) agrees to release and hold Sponsor, the Promotional Participants, and each of their respective parent and affiliate companies, directors, officers, employees and assigns of each harmless against any and all claims, damages, losses, expenses and liability arising out of acceptance/use of prize.
5. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"); 1 Plan F Resident Meal Plan:**
The winner receives a Plan F Resident Meal plan, which is a \$2,314 value. The meal plan is made up of, a membership fee of \$1837, and dining dollars \$477. If the winner does not live in a Resident Hall, then a Commuter Semester Plan will be awarded. The plan is made up of, a membership fee of \$140, and dining dollars \$200. An additional \$277 dining dollars will be added to make the dining dollars balance \$477, equal to the value of dining dollars in Plan F.

No substitution, cash redemption or transfer of prize by winner permitted. The Meal Plan is not exchangeable or redeemable for cash and is subject to all terms and conditions of use as established by issuer. All federal, state, and local taxes are the sole responsibility of winner.

6. **GENERAL RULES:** All materials submitted become the property of Sponsor and will not be returned. By participating in this Contest, entrants acknowledge and agree that Sponsor may collect the personal information submitted by them and use the information pursuant to their privacy policy available online at <https://www.sodexousa.com/home/legal-privacy/online-protection-privacy-policy.html>. Acceptance of prize constitutes permission to the Sponsor to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law. Entrants (or parent/legal guardian if entrant is deemed a minor in his/her state of residence) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest, and the acceptance or use of any prize. In the event a dispute arises regarding specific individual entitled to receive prize, entry will be declared made by the "authorized e-mail account holder" and any damage made to the website will also be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. "Authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entrant may be requested to provide Sponsor with proof that the entrant is the authorized e-mail account holder of the e-mail address associated with the account/submission. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.
7. **WEBSITE:** Sponsor is not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen entries or entries not received by entry deadline; or for any incorrect or inaccurate information, whether caused by entrants, printing errors or by any equipment or programming associated with or utilized in the Contest; or for incomplete, inaccurate, lost, interrupted, disconnections or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Contest or in any Contest-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. You may not attempt, or authorize, encourage, or support others' attempts, to circumvent, reverse engineer, decrypt, break or otherwise alter or interfere with the Service. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures destroy the integrity of the Contest; or if a computer virus, bug, non-authorized human intervention or other technical problem corrupts the administration, security, or proper administration of the program as determined by Sponsor/ Promotional Participants, in their sole discretion. In the event of termination, a notice will be posted online, and the drawing will be conducted from among all eligible entries received prior to termination. The failure of the Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, pandemic, epidemic, outbreak, terrorism, act of

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public enemies, or actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules. Except where prohibited, by participating in the Contest, entrants agree to release and hold harmless the Sponsor, the Promotional Participants, and their respective parent entities, franchisees, subsidiaries, affiliates, joint ventures, customers, promotional partners, prize providers, agents and agencies, and their officers, directors and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Contest entry, if it is possible.

8. **LIMITATIONS OF LIABILITY:** UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE, ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT, SHALL SPONSOR OR THE PROMOTIONAL PARTICIPANTS BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO ANY INDIVIDUAL ENTRANT IN THIS CONTEST.
9. **WIN LIST:** For the name of the winner, available after October 26, 2020, send a separate, self-addressed, stamped (#10) envelope to: Binghamton University Dining Services "WIN a Spring 2021 Meal Plan" Contest Win List Request, 4400 Vestal Parkway East, Binghamton, NY 13902, to be received by December 1, 2020.
10. **SPONSOR:** Binghamton University Dining Services, Binghamton University, 4400 Vestal Parkway East, Binghamton, NY 13902.