Declaration Days 2024

Giveaway Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO WIN. PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. The Declaration Days 2024 Giveaway (the “Giveaway”) begins on April 1, 2024, at 12:01AM ET and ends on May 1, 2024, at 11:59PM ET (the “Giveaway Period”). The Giveaway is sponsored by Fanatics, LLC, 8100 Nations Way, Jacksonville, Florida 32256 (“Sponsor”).

Eligibility. The Giveaway is only open to individuals who, as of 12:01AM ET on April 1, 2024 (i) are residents of one of the 50 states in the United States (excluding United States territories), (ii) have reached eighteen (18) years of age or, if between the ages of 16 and 18, the entrant’s parent or legal guardian has emailed decdays@fanatics.com and consented to the entrant’s submission; (iii) are residents in a jurisdiction where receipt of prizes or entry into the Giveaway are not prohibited by local laws, rules, or regulations, and (iv) timely provide to Sponsor proof of enrollment as a full-time student in a participating college or university for the Fall 2024 semester (“Proof of Enrollment”). Eligible entrants under the age of majority must disclose the name and address of at least one parent or guardian who has agreed to the entrant entering this Giveaway and is assuming responsibility for the minor entrant. Corporations and other organizations are not eligible. Employees, officers, directors, agents, representatives, successors, and assignees of Sponsor and participating schools, colleges, and universities as well as its/their subsidiaries, affiliates and advertising agencies, and their family and household members, are not eligible. Winners must meet prize eligibility requirements and Sponsor shall not be liable to ineligible entrants.

By entering, entrants fully and unconditionally agree to (1) abide by these official rules (“Official Rules”) and the decisions of Sponsor, which will be final and binding in all matters related to the Giveaway, and (2) receive email newsletters, special offers or other communications from Sponsor and Sponsor’s promotional partners.

Entry. To enter, (a) complete the questionnaire located at decdays.com during the Giveaway Period, (b) share the official school or Declaration Days selfie frame (provided to you by the Sponsor after entry) in a post (for clarity, not a story) on Instagram, Facebook, or X, and (c) use hashtags #declarationdays and #Fanatics_Giveaway. To the extent your Instagram, Facebook, or X account is not public, proof of such entry in accordance with the foregoing must be provided to Sponsor by emailing decdays@fanatics.com within the Giveaway Period. You may access the Giveaway at decdays.com. All information requested in connection with the Giveaway must be provided or entry will be deemed void, to the extent permitted by law. Sponsor assumes no responsibility for incomplete, late, illegible, or misdirected entries, or for computer, online, or other technical malfunctions. All entries must be received by 11:59PM ET on May 1, 2024. This Giveaway is limited to one (1) entry per entrant and any early, late, and/or subsequent duplicate entries will be void. By providing your email address through decdays.com, you expressly consent to receive emails from Sponsor. Sponsor may use email to communicate with you, to send information that you have requested or to send product offers. Entrants may opt out of such e-mail notifications at any time by following the instructions within promotional e-mail. You also consent to the sharing of your information with the school identified in your entry.
Winner Selection/Prize. (i) On or about May 6, 2024, three (3) winners will be selected at random from all eligible entries received by Sponsor during the Giveaway Period to receive either a $10,000.00 scholarship prize, a $5,000.00 scholarship prize, or a $2,500.00 scholarship prize, and (ii) seventy-five (75) additional winners will be selected at random weekly (i.e., at 12:00PM ET every Monday) throughout the duration of the Giveaway Period from all eligible entries received by Sponsor at the time of such draw to each receive a box of a variety of apparel and other merchandise (e.g., t-shirt, drinkware, laptop sticker, etc.) (each, respectively, and collectively, the “Prize”). Unless required by law, the Prize is not redeemable for cash, and cannot be transferred, sold, or distributed to others. The approximate value of the total Prize is $23,125.00 (i.e., $17,500.00 in cash prizes and $5,625.00 in non-cash prizes). The scholarship prizes may only be used for educational purposes at the winner’s accredited institution. Educational expenses include application fees, course credit hour fees, books, computers, and school-related supplies. The scholarship prize may not be used for non-educational expenses, such as room and board. The scholarship prize is not renewable and is a one-time only scholarship. All unspecified expenses are the responsibility of the winner. The prize is awarded without regard to race, sex, sexual orientation, religion, age, or national origin. The Prize will be awarded “AS IS” and WITHOUT ANY WARRANTY OF ANY KIND. Prize is not transferable. Sponsor reserves the right to review or adjust the costs related to the Prize without notice. In no event shall any difference between approximate value as determined by Sponsor and the actual value of the Prize entitle a winner to any monetary or other awards or refunds. Provided winner has satisfied Sponsor’s eligibility requirements above and has provided Proof of Enrollment, Sponsor will deliver a check made payable to the winner (if applicable) or otherwise deliver the Prize to such winner’s mailing address on or about July 31, 2024. To the extent the winner of the non-cash prize is between the ages of 16 and 18, the Prize will be sent to such winner’s mailing address in the name of the parent or legal guardian who consented to the entrant’s submission.

Odds. The odds of winning the Giveaway depend solely on the number of eligible entries received by Sponsor.

Winner. The Giveaway winners, or the winner’s parent or legal guardian, as applicable, will be notified via the email address provided during registration. We may also attempt to provide notice of selected winners via any social media accounts and/or via the phone number provided during registration for those potential winners. To claim the Prize, the potential winner(s), or the potential winner’s parent or legal guardian, as applicable, will be required to promptly respond to the message within seventy-two (72) hours, and may be required to complete, sign and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release and/or rights transfer document within two (2) days of Prize notification. If any potential winner is under 18 or is considered a minor in his/her jurisdiction of residence, the Affidavit of Eligibility and/or Liability/Publicity Release must be signed by his/her parent or legal guardian. If a potential winner cannot be contacted or fails to respond to Sponsor’s message within the required time period, if any Prize notification is returned as undeliverable, if any potential winner rejects his/her Prize, or in the event of noncompliance with these Official Rules, such Prize will be forfeited and will be awarded to another entrant. Upon Prize forfeiture, no compensation will be given. In order to be declared a Winner, the selected entrant must: (i) execute, notarize, and return an Affidavit of Eligibility/Price Acceptance/Liability and Publicity Release (where legal and requested by Sponsor) within two (2) days of notification; and (ii) otherwise fully comply with these Official Rules. The name of the Winners may be
obtained by sending a written request within two months after the end of the Giveaway Period to: Fanatics Social Media Team, 95 Morton Street, New York, NY 10014. All taxes, insurance, and any other fees and costs associated with the Prizes are the sole responsibility of the Winner.

**Liability.** Sponsor is neither responsible nor liable for incorrect or inaccurate information, whether caused by an entrant, equipment or programming utilized in the Giveaway or technical or human error in processing submissions. Sponsor disclaims responsibility or liability for: (i) the accuracy, availability, or timeliness of information published about the Giveaway; (ii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or access to, or alteration of entries; (iii) late, lost, delayed, damaged, misdirected, incomplete, illegible or unintelligible entries; (iv) injuries, losses, or damages of any kind caused by a Prize or resulting from acceptance, possession, use or misuse of a Prize, or from participation in a Giveaway; (v) printing or typographical errors in Giveaway materials; or (vi) problems or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software or Internet congestion. If, for any reason, the Giveaway is not capable of running as planned, including, without limitation, because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Sponsor may cancel, terminate, modify, or suspend the Giveaway.

**Release.** Each entrant releases and agrees to hold harmless, to the extent permitted by applicable law, Sponsor and its subsidiaries, affiliates, directors, officers, employees, representatives and agents from liability for claims, costs, injuries, losses, or damages arising out of or in connection with the Giveaway or acceptance, possession or use of a Prize (including, without limitation, related to personal injury, death, damage to or destruction or property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort, warranty, or other theory. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery or use of the Prize.

**Conditions.** Each entrant agrees to be bound by these Official Rules. All entries, and all rights to use, reproduce, publish, modify, and distribute such entries become the exclusive property of Sponsor and will not be returned. By accepting a Prize, an entrant automatically grants to Sponsor and its subsidiaries and affiliates the unconditional right to use their names, addresses (city and state/country only), likenesses, photographs and/or statements about the Giveaway for publicity and advertising purposes without further permission or financial compensation, except where prohibited by law. By entering this, entrants consent to, and agrees to sign any further agreements necessary for, Sponsor and its subsidiaries and affiliates using any submitted entries, including names, addresses, and likenesses, for the purposes of administering the Giveaway, conducting publicity, and improving Sponsor’s products and services, and entrants consent to the transfer or export, if any, of the entries, for these purposes as well as the sharing of their personal data with others for purposes of fulfilling the Prize and marketing. Any portion of a Prize not accepted by a winner will be forfeited. Sponsor reserves the right, at its sole discretion, to refuse entry or disqualify any individual it finds to be: tampering with the entry process or the operation of the Giveaway; cheating, hacking, engaging in deception, or other unfair playing practices (including the use of automated quick entry programs); acting in violation of these Official Rules; acting in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person. Any
personal information collected through the Giveaway is subject to Sponsor's privacy policy (https://www.fanatics.com/what-is-your-privacy-policy/ch-2349). CAUTION: ANY ATTEMPT BY AN ENTRANT OR OTHER PERSON TO UNDERMINE THE OPERATION OF THE GIVEAWAY OR COMMIT ANY ACT OF FRAUD MAY VIOLATE FEDERAL AND STATE CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY SUCH ENTRANT AND SEEK REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

General Terms. Any attempted form of entry other than as set forth above is prohibited. The Giveaway may not be used in connection with any form of gambling. All federal, state, and local laws and regulations apply. This Giveaway shall be governed by, and construed in accordance with the laws of the United States of America and the State of New York without regard to its rules governing conflicts of law. All entrants and their heirs and assigns consent to the exclusive jurisdiction of the federal and state courts in New York County, New York, for all legal proceedings relating to this Giveaway and waive any objection to propriety or convenience of venue in such courts. Entrants agree to use any materials or information procured as part of the Giveaway only for Giveaway purposes, as described herein, and not for any commercial purpose.

Cancellation; Postponement. Sponsor reserves the right to cancel, postpone, or suspend the Giveaway for any reason whatsoever. In the event the Giveaway is cancelled, postponed, or suspended, notification will be posted by Sponsor at decdays.com.