

NIOGA LIBRARY SYSTEM "Check Out Challenge Promotion" OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT IMPROVE ONE'S CHANCES OF WINNING.**

- 1. SPONSOR:** NIOGA Library System, 6575 Wheeler Rd, Lockport, NY 14094.
- 2. ADMINISTRATOR:** Ventura Associates International LLC, One Grand Central Place, 60 East 42nd street, Suite 650, New York, NY 10165, an independent judging organization whose decisions are final and binding with respect to this Sweepstakes ("Administrator").
- 3. ENTRY PERIOD:** Sweepstakes will begin at 9:00 AM Eastern Time ("EST"), on April 1st, 2017 and end at 11:59PM EST, on April 15th, 2017 ("Entry Period").
- 4. ENTRY:** Enter this Sweepstakes in one (1) of the participating **(18) eighteen different** NIOGA locations. Participating locations can be found at <http://nioga.ent.sirsi.net/client> under "Member Libraries" excluding the **Byron-Bergen Public Library, Holley - Community Free Library and Pavilion Public Library** locations. To enter, pick up a punch card/entry form by the entry/challenge box at the front desk and complete 5 of the 7 challenges. You must participate in fun challenges like post a library selfie with #CheckOutChallenge, ask the librarian a question or stream a song, movie, or TV show. Every time you complete one fun challenge, your card will be punched by a member of the staff. When you complete 5 of the 7 challenges, complete the back of the punch card and drop it in the entry/challenge box to be entered to win (individually, "Entry").
- 5. ELIGIBILITY:** To be eligible for this promotion, at the time of entering you must be: a legal resident of and physically located within New York State only (collectively, "Territory"), 10 years of age or older, and possess a valid library card from a participating NIOGA library. Employees of Sponsor or Administrator; their respective parent, subsidiary, affiliated or successor companies; the advertising, promotional or fulfillment agencies of any of them (individually and collectively, "Entities"); nor a member of his/her household or of such employees are not eligible to enter or win. Entrants must be willing to have their Entry featured and published on the Website or otherwise distributed, in connection with, or to promote, the Contest and/or Website. All legal responsibilities of a minor (as defined by state of primary residence, "Minor") under the official rules ("Rules") will be assumed by a parent or legal guardian ("Parent"); and a Minor winner's prize will be awarded in the name of the Parent for the benefit of the Minor.
- 6. PRIZES:** Nine (9) PRIZE WINNERS and APPROXIMATE RETAIL VALUE of all prizes: \$2,443.17 ("AVR"). Three (3) First Prize winners will receive One (1) PlayStation 4 500GB Console ("ARV \$265.95") and One (1) \$50 Gamestop Gift Card ("ARV \$50.00"), Three (3) Second Prize winners will each receive One (1) Hero5 session GoPro Camera ("ARV \$299.99); and Three (3) Third Prize winners will receive One (1) \$Fitbit Blaze Smart Fitness watch LARGE ("ARV \$198.45). Any depiction of Prize is for illustrative purposes only. Prizes not redeemable for cash or transferable. No substitution allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Sponsor will not replace any lost or stolen prize.
- 7. RANDOM DRAWING:** Winners will be selected on or about, **April 25th, 2017**, in a random drawing conducted by the Sponsor, from among all eligible entries received from among all **eighteen (18) Locations**. The decision of the Sponsor shall be final and binding. Odds of winning depend on the total number of eligible Entries received.
- 8. NOTIFICATION:** Potential winners will be notified by email or US mail on or about May 1st, 2017. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: the return of an email or mail notification as undeliverable after three (3) attempts; potential winner's failure to provide required additional information upon Sponsor's request; potential winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within **five (5)** business days after the date on the notification or any other non-compliance. In the event of any prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

9. RELEASE, WARRANTY, LIMITATION OF LIABILITY AND INDEMNIFICATION/CONDITIONS: Entrant expressly understands and agrees that: [1] s/he hereby releases and holds harmless Sponsor, its parents, divisions and subsidiaries, and their respective agents, affiliates, employees, officers, directors, shareholders, representatives and independent contractors (the "Released Parties") from any and all liability for claims, demands, losses and liabilities, including, without limitation, for death and bodily injury, resulting, in whole or in part, directly or indirectly, from Entrant's participation in the Sweepstakes and/or the use or acceptance of any prize won; [2] s/he agrees to indemnify and hold harmless the Released Parties from and against any and all claims, liabilities (including, but not limited to, attorneys' and experts' fees, costs and disbursements), demands and actions of every kind and nature, whether or not now known or suspected (collectively, "Claims"), arising out of or in connection with (i) Entrant's participation in the Sweepstakes; (ii) any Entry submitted by Entrant (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the Entry of such material); (iii) the use by Released Parties of any of the rights granted by Entrant in connection with the Sweepstakes; and (iv) any breach by Entrant of any warranty, agreement or representation contained in these Official Rules or in any documentation submitted by Entrant.

10. GENERAL: By entering this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of Sponsor and Administrator on all matters relating to the Sweepstakes, which are final and binding. Each Winner is solely responsible for all local, state and federal taxes on his/her Prize including sales or use taxes, as well as any expenses related to participation in the Sweepstakes or acceptance of his/her Prize. By participating, each Entrant agrees to, release and hold the Sweepstakes Entities and their respective divisions, affiliates, subsidiaries, officers, directors, employees, agents, and representatives (collectively "Releasees") harmless from any injury, loss, or damage to person, including death, personal injury or loss or damage to property due in-whole or in-part, directly or indirectly to the acceptance or use/misuse of each Prize, participation in any promotion-related activity, or participation in the Sweepstakes. Entrants also accept and agree to be bound by the Official Rules and decisions of the Sponsor and Administrator, which are final and binding. This Sweepstakes is subject to all federal, state and local laws and is void where prohibited. By accepting the Prize, each Winner agrees, where imposing such condition is legal, that Sponsor and their designees shall have the right, but not the obligation, to use of his/her name, city and state of residence and/or likeness, Entry, and or Content for advertising and publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without further compensation, permission or notification and, upon request, will confirm consent to such use in writing. Sponsor and Administrator are not responsible for any typographical or other error in the offer or administration of this Sweepstakes, or in the announcement of Winners and Prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes as planned is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes and award the Prizes from among all eligible Entries received up to that date. All disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the rules or the Prizes awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state. All Claims shall be resolved individually, without resort to any form of class action and all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased.

11. WINNER'S LIST/RULES: For the list of rules, (after April 10th, 2017), or a winners' list (available after May 15th, 2017), send a self-addressed, stamped #10 envelope to: Ventura Associates International LLC, ATTN: "Check Out Challenge Promotion" Rules/Winners' Names Dept HD, One Grand Central Place; 60 E. 42nd Street; Suite 650; NY, NY 10165.