

Vote HBCU
2021 Vote HBCU Summit Giveaway
Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. How to Enter. All entries to this giveaway must be submitted via Instagram. By submitting an entry, you acknowledge that you have read, understand, and fully agree to these Official Rules. Do not submit an entry without first reviewing all Official Rules. To be eligible for the Giveaway, entries must be submitted in compliance with the format and other requirements set forth on the website/platform where persons may submit entries (Instagram) and such requirements are a part of these Official Rules and incorporated herein by reference. Some social or media account settings may prevent your entry from being visible and thus may not be received by Sponsor or eligible for a prize. Your social media account settings must be set to allow Sponsor to receive your entry.

There is no cost to enter, but if you opt to access the Giveaway via your wireless mobile device, message and data rates may apply and Sponsor is not responsible for any of these charges.

Follow these steps to submit an entry:

To participate, you will need to be logged into your Instagram account (“Account”). If you do not have an Instagram account, visit www.instagram.com and follow the onscreen instructions to create a free Instagram account. Multiple accounts within Instagram are not permitted.

Sponsor will publish a Giveaway post on the Sponsor’s Instagram page at the beginning of the Giveaway Period (as defined below). From your Account, share the Sponsor’s Giveaway post to your Instagram story or Feed, tag (2) friends in the comments section under the Giveaway post and complete the Vote HBCU summit registration form. Partial or incomplete submissions, including those without the required information will not be accepted as Giveaway entries and shall not be eligible for any prize.

Limit on entries: One entry per Giveaway.

2. Entry Requirements. All entrants must have a valid email address and residential address. All details are subject to verification. Entries omitting any of the foregoing information will be disqualified and deemed ineligible to win.

All entries must comply with any and all Instagram terms, guidelines and policies. This Giveaway is not sponsored, endorsed or administered by Instagram. All information submitted by entrants in connection with this Giveaway is being submitted to Sponsor, not Instagram. In the event of any conflict between these Official Rules and terms, guidelines or policies, these Official Rules will apply.

No automated entry devices and/or programs permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. No facsimile, mechanically reproduced, altered or forged entries will be accepted.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the entrants, or by any of the equipment or programming associated with or utilized in this Giveaway; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Giveaway.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Giveaway or terminate the Giveaway and award the prize, as defined below, from entries received up to time of termination or suspension should virus, bugs or other causes beyond Sponsor's control, unauthorized human intervention, malfunction, computer problems, phone line or network hardware or software malfunction, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Giveaway or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Giveaway.

3. Agreement to Official Terms and Conditions: By participating, entrants agree to abide by these Official Rules. Any entrant who violates these Official Rules is subject to disqualification at any time at Sponsor's sole discretion.

4. Entry Periods. These Sweepstakes rules are valid throughout each individual Sweepstakes Period as listed below. Each individual Sweepstakes Period begins at 7:00 AM Central Time ("CT") on the specified date and ends at 11:59 PM CT on the last day of that individual Sweepstakes Period as specified below. Entries will be collected on each individual post for the duration of each individual Sweepstakes Period. After each individual Sweepstakes Period, no entries will be accepted or deemed eligible to win.

Sweepstakes Period 1: Beginning at 7:00 AM CT on 6/28/2021 ending at 11:59 PM CT on 7/2/2021.

Sweepstakes Period 2: Beginning at 7:00 AM CT on 7/5/2021 ending at 11:59 PM CT on 7/9/2021.

Sweepstakes Period 3: Beginning at 7:00 AM CT on 7/12/2021 ending at 11:59 PM CT on 7/16/2021.

Sweepstakes Period 4: Beginning at 7:00 AM CT on 7/19/2021 ending at 11:59 PM CT on 7/23/2021.

Sweepstakes Period 5: Beginning at 7:00 AM CT on 7/26/2021 ending at 11:59 PM CT on 7/30/2021.

5. Eligibility. Participation is open only to all legal residents of forty-nine (49) United States of America and the District of Columbia who have reached the legal age of majority in the state of residence (at least eighteen (18) years of age) as of the date of entry. Entrants are subject to all federal, state and local laws, rules and regulations. Void outside of these forty-nine (49) United States of America (**void in Michigan**), and where prohibited, taxed or restricted by law. Employees, officers, directors of Sponsor and its parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, any agencies involved with administering the Giveaway, manufacturers or distributors of Giveaway materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

6. Random Drawing/Odds. Winners will be selected by Sponsor in a random drawing from all eligible entries received at the end of the Giveaway Period and will be contacted via direct message

beginning on the Friday after the last day of the Giveaway Period. Winners have the right to submit any valid email address and residential address to fulfill a prize. The odds of winning depend on the number of completed, eligible entries received for the drawing. Sponsor is responsible for determining the winners of the prizes in its sole discretion and reserves the right to substitute prizes in its sole discretion. Decisions made by Sponsor concerning the award of prizes shall be final and binding. The odds of winning depend on the number of eligible entries received.

7. Prizes. Limit one (1) prize per person or household. One (1) Instagram winner will receive a stored value Visa gift card in the amount of \$100. One (1) Instagram winner will receive a pair of new Apple AirPods PRO. One (1) Instagram winner will receive a stored value Saks Fifth Avenue gift card in the amount of \$350. One (1) Instagram winner will receive a 3-Day General Admission Ticket to the 2021 Rolling Loud New York Music Festival. One (1) Instagram winner will receive a stored value Southwest Airlines e-Gift card in the amount of \$600. Total ARV of prizes for Giveaway Period is \$1,900. Gift cards will be sent to the provided residential address (or email address if a downloadable gift card). Actual prize amounts are subject to any and all activation fees, inactivity fees and the terms and conditions of the gift card issuer. The prizes are non transferable at time of fulfillment. Prizes may be fulfilled by a third-party. No substitution of prize or transfer/assignment of a prize to others or request for the cash equivalent by winner is permitted except in Sponsor's sole discretion. Sponsor is not responsible for lost, stolen, misappropriated or misplaced prizes.

8. Notification. The Winner will be selected by Random Draw under the supervision of the Sponsor. The Sponsor shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt of the prize offered in this Campaign by the Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as winner, and all privileges as winner will be immediately terminated. Potential winners will be notified by direct message to the entrant's Account and/or email address used for entry beginning on the Friday after the last day of the Giveaway Period with additional instructions. Each winner must execute and return an affidavit of eligibility, a liability release/publicity release (except where prohibited) and any other legal documents that Sponsor may require, within five (5) calendar days of prize notification. If any winner does not respond within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects a prize or in the event of noncompliance with these Giveaway rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

9. Rights Granted by the Entrant. By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon

the intellectual property right of another, you will be disqualified at the sole discretion of the Sponsor. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

10. Conditions. Any and all prize-related expenses, including, without limitation, any and all cardholder agreements of the gift card issuer, and federal, state, and/or local taxes, are the sole responsibility of each winner. Participation in Giveaway and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, content of entry, biographical information and/or any statements made by each winner regarding the Giveaway or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

11. Additional Terms. In case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Giveaway Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Giveaway, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Giveaway or downloading any materials in this Giveaway. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Giveaway should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Giveaway or web site. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE Giveaway MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability; Disclaimer of Warranties. ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, INSTAGRAM, AND/OR THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY "GIVEAWAY ENTITIES") FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH OR PARTICIPATION IN Giveaway, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY Giveaway-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND MERCHANDISE DELIVERY. ENTRANTS AGREE THAT THE GIVEAWAY ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE, PRIZE AND/OR THE Giveaway, AND DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE Giveaway. IN NO EVENT SHALL THE Giveaway ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE VALUE OF WINNER'S PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

WITHOUT LIMITING THE FOREGOING, THIS Giveaway AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS PERMITTED BY LAW. THE Giveaway ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE Giveaway OR THESE OFFICIAL TERMS AND CONDITIONS OR IN THE ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE Giveaway ENTITIES SHALL NOT BE LIABLE FOR ANY INABILITY ON THE PART OF THE WINNER OF A PRIZE DUE TO WEATHER CONDITIONS, FIRE, NATURAL DISASTER, INDUSTRIAL OR LABOR DISPUTE, WAR, TERRORIST ACTIVITY, HOSTILITIES, POLITICAL UNREST, RIOTS, CIVIL COMMOTION, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE Giveaway ENTITIES.

13. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Giveaway. Any controversy or claim arising out of or relating to these Official Rules and/or the Giveaway shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Tennessee, City of Nashville.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TENNESSEE WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Giveaway, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Davidson in the State of Tennessee. The parties agree not to raise the defense of forum non conveniens.

14. Use of Personal Information. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. By participating in the Giveaway, entrants hereby agree to Sponsor's collection and usage of their personal information in connection with the administration of the Giveaway and acknowledge that they have read and accepted Sponsor's privacy policy.

15. Disclaimer. The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks that are used to share the Sweepstakes. You understand that you are providing your information to the owner of the Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks. This Giveaway is in no way sponsored, endorsed or administered by, or associated with any of the aforementioned platforms. You understand that you are providing your information to Sponsor and not to the aforementioned platforms. All entries must comply with any and all terms, guidelines and policies of said platforms.

16. Sponsor. Xceleader, Inc., a 501(c)3 corporation, 950 Brittany Park Drive, Unit 320, Antioch, Tennessee 37013 ("Sponsor").