

AMFUND PODCAST NAMING CONTEST RULES

- 1. Eligibility:** This Contest is open to legal residents of the United States of America who are eighteen (18) years of age or older as of the date of entry. Employees of AmFund and immediate family members and/or those living in the same household as an Employee are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law.
- 2. How to Enter:** To enter the Contest, a contestant (“You”) must submit the online form provided at <https://www.amfund.org/podcastpizzaparty> (the “Entry”). Entries that do not provide the information or adhere to the specifications requested therein, or otherwise do not adhere to the rules stated herein (the “Rules”), may be disqualified at the sole discretion of AmFund. You may enter multiple times.
- 3. Contest Period:** Entries will be accepted online starting on Monday, May 17th at 12:00:00 PM, EST and ending Thursday, June 17 at 11:59:00 PM, EST.
- 4. Winner Selection and Notification:** All entries will be reviewed by a panel of AmFund staff members (the “Panel”) and judged according to the following criteria (the “Criteria”): originality, creativity and relevance to the podcast’s theme. The person whose entry is selected as the winning entry by the Panel according to the Criteria, will be notified by email or phone within 7 days following selection. AmFund shall have no liability for any Winner’s failure to receive such notice due to spam, junk e-mail or other security settings, or the provision of incorrect or otherwise non-functioning contact information. If two people submit with the same winning entry name, the earlier time stamp on their submission will determine the Winner. In the event that the Winner cannot be contacted, is ineligible, or fails to claim the prize within 7 days from the time award notification was sent, the Prize may be forfeited, and an alternate Winner selected. Receipt by a Winner of a Prize is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of the Rules by a Winner will result in that Winner’s disqualification from the Contest and all privileges as a Winner will be immediately terminated.
- 5. Prizes:** The Winner will receive: One (1) Pizza Party for a Nonprofit’s Staff (the “Prize”). No cash or other Prize substitution shall be permitted, except at AmFund’s discretion. The Prizes may be transferred or assigned to others. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winners. Acceptance by any Winner of a Prize constitutes permission for AmFund to use that Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Rights Granted by You:** By submitting any content (e.g., photo, text, etc.) as part of your Entry to this Contest (the “Content”), You understand and agree that AmFund, including any and all of its representatives, 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, the Content, as well as your name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information, for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent, unless prohibited by law. You represent and warrant that the Content is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights. If the AmFund determines, in its sole discretion, that the Content infringes upon the intellectual property right of another party You will be disqualified from the Contest. If a third-party claims that the Content constitutes infringement of any proprietary or intellectual proprietary rights of a third party, You shall, at your sole expense, defend against or settle such claims. You shall further indemnify, defend, and hold harmless the AmFund and its trustees, officers, employees, affiliates and assigns from and against any and all liabilities, claims, actions, costs (including reasonable attorneys’ fees), expenses, damages and losses which may arise out of allegations of the proprietary or intellectual rights of a third party.

8. Disclaimer: The AmFund is not responsible for lost, late, deleted, delayed, stolen, misdirected, incomplete or illegible entries, or other errors of any kind. The Prize shall be awarded "as is," without warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or suitability for a particular purpose. The AmFund reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond the AmFund's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, AmFund may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by AmFund. AmFund reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or otherwise violates these Rules.

9. Release: By participating in this Contest, you agree to be fully unconditionally bound by the Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of the AmFund as final and binding as they relate to this Contest. By participating in this Contest you further agree to release and hold harmless the AmFund and its trustees, officers, employees, affiliates, and assigns from and against any and all claims, demands, or causes of action that may arise in connection with Your participation in the Contest and/or your acceptance, possession, use, or misuse of any Prize or any portion thereof.

10. Privacy Policy: Information submitted as part of an Entry is subject to the privacy policies stated on the website of 123 Form Builder, which is available at <https://www.123formbuilder.com/termservice.html>.

11. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: American Fundraising Foundation, Attn: Marketing Dept., 2603 Maitland Center Pkwy, Maitland, FL 32751. Requests must be received no later than December 31, 2021, 5:00 PM, EST.

12. Sponsor: The Sponsor of the Contest is AmFund, 2603 Maitland Center Pkwy, Maitland, FL 32751. The Contest is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Twitter.