

## $\mathbf{LANE} \mid \mathbf{TERRALEVER}^{\mathsf{T}}$

## Safe Sleep Quiz Terms and Conditions

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE PER THE CRITERIA BELOW. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

1. Eligibility: This Contest is open only to those 18 years old as of the entry date. The Contest is only open to legal residents of the United States and is void where prohibited by law. Available in Arizona Department of Child Safety service areas only. Employees of Arizona Department of Child Safety Limited Partnership, "Sponsor," its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the "Employees"), and immediate family members and those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations—void where prohibited.

2. Sponsor: The Sponsor of the Contest is the Arizona Department of Child Safety Limited Partnership located at P.O. Box 6030, Site Code CH010-22A, Phoenix, AZ 85005-6030.

3. The Contest is not sponsored, endorsed, administered, or associated with Instagram and Facebook.

4. Agreement to Rules: By participating, the Contestant ("You") agrees to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the Sponsor's decisions as final and binding as it relates to the usage of content submitted and the outcome of this Contest.



5. Contest Period: Entries for this giveaway will be collected online starting on Monday, April 3rd, 2023, and ending Friday, May 12th, 2023. All entries must be received by Friday, May 12th, 2023, 11:59 PM PST.

6. How to Enter: Each Contestant is entitled to one (1) Entry via the Safe Sleep quiz.

To have a full Entry into the giveaway, you must do the following:

- Complete the Arizona Department of Child Safety Safe Sleep Quiz
- Fill and submit the entire form on the quiz by the timeline outlined in 5. Contest Period.

At its discretion, the Arizona Department of Child Safety may allow submissions outside the specified task timeline, but submissions after Friday, May 12th, 2023, 11:59 PM PST will be disqualified. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the Sponsor's sole discretion. You may enter only once, and you must provide the information requested. You may only enter earlier indicated using multiple email addresses, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the Sponsor.

7. Prizes: 2 Winners of the contest (the "Winner") will be chosen at the end of the contest by the dates outlined in 5. Contest Period. Two (2) Winners will be selected from the users who submit via the quiz form. Prizes are as follows:

- Winners will receive one or more of the items listed below:
  - 1 New Crib
  - 1 Pack + Play
  - 1 Amazon Gift Card

Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution shall be permitted except at the Sponsor's discretion. The award is nontransferable. All prize-related expenses, including any federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.



Acceptance of the prize constitutes permission for the Sponsor to use the Winner's name, likeness, and entry for advertising and trade without further compensation unless prohibited by law.

8. Odds: The odds of winning depend on the number of eligible entries received.

9. Winner Selection and Notification: The winner will be selected under the supervision of the Sponsor. The winner will be notified by email within five (5) days following the selection of the Winner. The Sponsor shall have no liability for the Winner's failure to receive notices due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or non-functioning contact information. If Winner cannot be contacted, is ineligible, or fails to claim the prize within 5 business days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by the Winner of the prize offered in this Contest is conditioned upon compliance with any federal, state, and local laws and regulations. AT THE SPONSOR'S SOLE DISCRETION, ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER WILL RESULT IN THE WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

10. Rights Granted by You: By entering this contest (e.g., photo, video, text, etc.), You understand and agree that the Sponsor, anyone acting on behalf of the Sponsor, and the Sponsor's 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 Contest, 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 disgualified at the sole discretion of the Sponsor. Suppose the content of your entry is claimed to constitute an infringement of any proprietary or intellectual proprietary rights of any third party. In that case, You shall, at your sole expense, defend against or settle such claims. You shall indemnify, support, 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 to arise out of such infringement or suspected infringement of any third party's right.

11. Terms & Conditions: The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Contest should a virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, the Sponsor may select the Winner from all eligible entries received before and/or after (if appropriate) the action taken by the Sponsor. In its sole discretion, the Sponsor reserves the right to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer over that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

12. Limitation of Liability: By entering, You agree to release and hold harmless the Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

13 . CLASS ACTION WAIVER. By entering, You agree that any Claim must be brought in the parties' individual capacity, and not as a class member in any



purported class, collective, representative, multiple plaintiff, or similar basis ("Class Action"), and the parties expressly waive any ability to maintain any Class Action in any forum whatsoever, including but not limited to, any action based on the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, California Consumer Privacy Act or any other state or federal privacy law or any other consumer protection law. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined only by an arbitrator in accordance with the Mandatory Arbitration provision set forth herein. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION. THE PARTIES AGREE THAT THIS PROVISION IS INTENDED TO AND SHALL SURVIVE TERMINATION OF THIS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

14. MANDATORY ARBITRATION. You and Arizona Department of Child Safety agree that any claim, dispute or controversy ("Claim") between them or against the other or the employees, agents or assigns of the other, and any Claim arising from or relating to this agreement or the relationships which result from this agreement including but not limited to any tort or statutory Claim shall be resolved by neutral binding arbitration by the American Arbitration Association("AAA"), under the Consumer Rules of the AAA in effect at the time the Claim is filed ("AAA Rules"). Any arbitration hearing at which the parties appear personally will take place at a location within the United States federal judicial district in Shelby County, Tennessee. AAA Rules and forms may be obtained and all claims shall be filed at any AAA office, www.adr.org or by calling 1-800-778-7879. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, but in no event shall it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim or facts forming the basis of the dispute. Each party shall be responsible for paying its own attorneys' fees, costs and expenses, the arbitration fees and arbitrator compensation shall be payable as provided in the AAA Consumer Rules. However, for a Claim of \$15,000 or less brought by You in your capacity, if You so request in writing, Arizona Department of Child Safety will pay your arbitration fees and arbitrator compensation due to the AAA for such Claim to the extent they exceed any filing fees that You would pay to a court with jurisdiction over the Claim. To the fullest extent permitted by law, the



arbitrator shall not have the power to award special, consequential or indirect damages against any party. The arbitrator's power to conduct any arbitration proceeding under this arbitration agreement shall be limited as follows: any arbitration proceeding under this agreement will not be consolidated or joined with any arbitration proceeding under any other agreement, or involving any other property or premises, and will not proceed as a consolidated, class action, multi-claimant or private attorney general action. The foregoing prohibition on consolidated, class action, multiclaimant and private attorney general arbitrations is an essential and integral part of this arbitration clause and is not severable from the remainder of the clause. The decision of the arbitrator shall be a final and binding resolution of the Claim. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. 9 U.S.C Sections 1-16. Judgment upon the award may be entered in any court having jurisdiction. Neither party shall dispute the enforcement of this arbitration agreement of the arbitrator's award. If either party unsuccessfully disputes the enforcement of this agreement or the arbitrator's award, then that party shall pay the attorney's fees and costs of the adverse party. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION. THE PARTIES AGREE THAT THIS PROVISION IS INTENDED TO AND SHALL SURVIVE TERMINATION OF THIS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

15. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy and stated on Sponsor's website. To read the Privacy Policy, click here.