



## **McDonald's of Tampa Bay Classroom FUNds Contest 2017**

### **Official Rules**

#### **NO PURCHASE NECESSARY.**

1. **ELIGIBILITY:** McDonald's® of Tampa Bay, Classroom FUNds Contest (the "Contest"), is brought to you by Tampa Bay Marketing Association (the "Sponsor"), and McDonald's of Tampa Bay (the "Prize Provider"), and is governed by these Official Rules. To enter, you ("you" or "Participant") must be a legal US resident, 18 years of age or older, and at the start of the Contest Entry Period, a licensed teacher for grades Kindergarten – twelfth (12<sup>th</sup>) grade in one of the following Florida counties: Hillsborough, Pinellas, Pasco, Hernando, Citrus, Polk, Sarasota, Manatee, Highlands, Hardee, DeSoto, Sumter or Charlotte. All entries become the exclusive property of Sponsor. Sponsor and Prize Provider, along with their subsidiaries, affiliates, franchisees, distributors, and advertising, promotion and Internet agencies, and their immediate family and household members, are not eligible. Void where prohibited by law. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate.
2. **THE CONTEST ENTRY PERIOD:** The Contest begins 12:01am EDT on Monday, August 7, 2017 and concludes 11:59pm EDT on Friday, September 22 2017 ("Contest Entry Period").
3. **TO ENTER:** Participants can enter the contest via email to [MCDContest@FKQ.com](mailto:MCDContest@FKQ.com) or mail to physical address 15351 Roosevelt Blvd Clearwater, FL 33760. Entries from eligible teachers must explain two main points in order to qualify to be entered into the Contest: First (1), how they are making an educational impact on their students, and second (2), provide details on what/how they will use the \$1,000 funds for their classroom if awarded. Entries can be in written, video, classroom project, collage or physical representation form, etc., and the entries will be collected and archived during the duration of the submission window. A McDonald's panel of judges will review contest submissions and select four different winners. Entries will be judged on 30% creativity of entry submission, 30% overall educational impact, and 40% justification of funds. Submissions must be received by 11:59 p.m. EDT on Friday, September 22, 2017. Entry times will be determined using Sponsor's computer, which will be the official clock for the Contest. Normal time rates, if any, charged by Internet service provider will apply. No purchase is necessary. One submission per participating teacher. Decisions of the judges are final.
4. **ENTRY REQUIREMENTS.** By submitting an Entry in the Contest, you hereby warrant and represent that your entry conforms to the requirements set forth herein. Entries must be in English.

Entries must meet the following requirements: Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear



unsafe or dangerous, or any particular political agenda or message; Entry cannot be obscene or offensive, endorse any form of hate or hate group; Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; Entry cannot contain trademarks, logos or trade dress owned by others or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples") without permission; Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than entrant, without permission; Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and Entry cannot depict, and cannot itself, be in violation of any law.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE, IN SPONSOR'S DISCRETION. Sponsor reserves the right to, and may or may not, monitor/screen entries prior to posting them to the Website. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and Prize Provider and their agents, subsidiaries and franchisees an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

5. PRIZE DETAILS: Total value of all prizes \$4,000. Four checks for \$1,000 each. One (1) check for \$1,000 will be presented and made payable to each winner's school (a total of 4 contest winners). The presentation of the check will state intended use of funds. Winners must submit contact information and mailing address with their submission, or submission will be forfeited. Prize cannot be assigned, transferred, or substituted except by Sponsor who may, at its sole discretion, substitute any prize with one of comparable value if the advertised prize becomes unavailable for any reason.

6. CONDITIONS OF PARTICIPATION: Participants agree (a) to these Official Rules and the decisions of Sponsor which are final and binding, (b) that Sponsor and Prize Provider, along with their parent, subsidiaries, franchisees, affiliated companies, advertising and promotion agencies, and all of their officers, directors, employees, representatives and agents will have no liability whatsoever for, are released and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or Contest-related activities and (c) except where legally prohibited, winner grants (and agree to confirm that grant in writing) permission to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph,



likeness, voice, image and biographical information and statements and the Entry for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

7. GENERAL PROVISIONS: Neither Sponsor nor its agencies are responsible for not receiving entries, no matter what the reason even if known in advance, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or the failure to capture any such information. Persons who tamper with any aspect of the Contest, as solely determined by the Sponsor, or who attempt to participate with multiple email addresses or under multiple identities will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries and disqualify any entrant using such methods. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest. In case of dispute, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the participant, and must comply with these Official Rules.

8. ARBITRATION: By participating in this Contest, each Participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against Sponsor or Prize Provider arising out of, relating to, or connected in any way with the Contest, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator pursuant to JAMS's Comprehensive Arbitration Rules and Procedures ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by JAMS pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed by the Participant and Sponsor/Prize Provider; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Participant may have entered into in connection with the Game; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Participant and Sponsor/Prize Provider hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Participant's and/or Sponsor's/Prize Provider's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) in the event that the administrative fees, arbitrator fees and filing fees associated with the arbitration exceed \$250, Sponsor agrees to pay any such administrative, arbitrator and filing fees exceeding \$250 on the Participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant's fees in connection with the arbitration as the arbitrator deems necessary to prevent the



arbitration from being cost-prohibitive; and (8) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. Finally, this arbitration provision is reciprocally binding on all parties, such that both Participant and Sponsor are required to arbitrate their claims against one another. For more information on JAMS and/or JAMS Rules and Procedures, Participants may visit the JAMS Website at <http://www.jamsadr.com>.

9. WINNERS' NAMES AND RULES REQUESTS: For the names of the winners, write your name and address on a 3"x5" card along with the date of the specific Contest, and mail in first-class, stamped envelope to: McDonald's Classroom FUNds Contest c/o FQK Advertising –15351 Roosevelt Blvd. Clearwater, FL 33760.

10. SPONSOR: Tampa Bay Marketing Association, 4908 W Nassau St, Tampa, FL 33607. Do not send correspondence to this address.