

## **OFFICIAL RULES FOR 2018 GREAT CLIPS DUKE BASKETBALL GREAT SEATS SWEEPSTAKES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES.** (Individuals who participate in the Sweepstakes or submit an entry are sometimes referred to herein as an “Entrant.”)

### **Sponsor:**

Great Clips, Inc. is the sole Sponsor of this sweepstakes. Trademarks and trade names used are for the purposes of prize description only and remain the property of their respective owners who do not endorse Sponsor products and who are not affiliated with the Sweepstakes. The Duke University logo and the National Collegiate Athletic Association (“NCAA”) trademarks and copyrights are proprietary to the NCAA Entities. All rights reserved.

### **Sweepstakes Period:**

The Sweepstakes begins at 12:01 a.m. (CST) November 16, 2018, and ends at 11:30 p.m. (CST) December 21, 2018 (the “Sweepstakes Period”).

### **Eligibility:**

Sweepstakes finalists must be U.S. residents at least thirteen (13) years old at time of entry and have primary residence in North Carolina, South Carolina or Virginia. One (1) sweepstakes winner per household. All employees, officers, directors, agents, members, managers, and owners of Sponsor, the NCAA and its member teams, NCAA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, owners, members, directors, managers, officers, employees, and their advertising agencies, promotional partners, and prize providers or any other company involved with the design, production, execution, or distribution of this Sweepstakes (collectively, the “Sweepstakes Entities” and each a “Sweepstakes Entity”), and any immediate family member (spouse, domestic partner, parents, legal guardians, grandparents, grandchildren, siblings, children, and “step” of each) of a Sweepstakes Entity and any individual living in the same household as a Sweepstakes Entity are not eligible to enter or win.

Any entry received from an ineligible participant will be deemed void. By submitting an entry or accepting a prize, participants accept and agree to be bound by these rules and the decisions of the Sponsor, which shall be final on all matters. Sponsor reserves the right to modify the rules of the Sweepstakes in any way at any time, subject to state or federal law.

### **How To Enter:**

All entries require a unique sweepstakes code available only from participating Great Clips salons. To enter to win, each eligible entrant must obtain a unique sweepstakes code from a participating Great Clips salon and enter by one or both of the following:

1. Go to [www.WinScoreWin.com](http://www.WinScoreWin.com), enter the sweepstakes code “DUKE” into the code field on the website. Once directed to the website, fill in the required information.
2. Text “DUKE” to “GREAT” (47328) via mobile device. One entry per mobile address. All message and data rates charged are the sole responsibility of the participant. Text STOP to stop. Text HELP for help.

All entries must be received during the Sweepstakes Period. Sponsor is not be responsible for lost, misdirected, late, unsent, incomplete, illegible or unintelligible entries or for inaccurate entry information, whether caused by participant or by any of the equipment or programming associated with or utilized in this entry, or by any technical or human error that may occur in the transmittal of any entry or the processing of any function on the participant's mobile device. Entrants must notify Sponsor of any changed mobile device number within the Sweepstakes Period to remain eligible. No purchase is necessary to obtain a sweepstakes code. There is no cost from the Sponsor for texting an entry but your cell phone carrier's text-messaging and data rates may apply. Other charges may also apply; check your cell phone plan for details. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the entry; to be acting in violation of these rules; or to be acting with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or similar entry methods will void all such entries submitted by such methods. In the event of a dispute as to entries submitted by multiple users having the same telephone account, the authorized subscriber of the telephone account used to register at the actual time of the entry will be deemed to be the entrant and must comply with these rules.

**Prizes and Selection of Winner:**

There will be one (1) sweepstakes winner. Odds of winning are dependent on the number of eligible entries received. Each winner will be entitled to:

- Four (4) tickets to the January 26 2019 men's basketball game vs. Georgia Tech
- Four (4) Duke merchandise items
- \$50 Great Clips gift card

Approximate Retail Value of the Prize is \$350.

Prizes cannot be redeemed for cash. No substitution of prizes is permitted. Prizes are not transferable. Only one (1) sweepstakes winner per household. The Winner will be selected from a random drawing no later than January 4, 2019. Duke University or designee will notify the winner individually by phone, email or text. The winner must respond within 24 hours of being notified or the prize may be forfeited and another entrant chosen. Prize recipients under the age of 18 must be accompanied by a parent or guardian to claim their prize and are responsible for transportation to and from Cameron Indoor Stadium. Each winner must satisfactorily complete an affidavit of eligibility showing compliance with this rules, and each winner and any guests accompanying winner must also sign a liability and publicity release, allowing Sponsor to use their information for advertising or other purposes. Failure to complete these forms may result in forfeiture of the prize. In the event that the potential winner is disqualified for any reason, the Sponsor may select an alternate potential winner by random drawing from among all remaining eligible entries.

Winners are solely responsible for all applicable federal, state or provincial, and local taxes and any expenses associated with any prizes. No transfer, assignment, cash redemption or substitution of any prize is permitted, except by Sponsor due to prize availability and then with a prize of equal or greater value.

The Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend this program should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control corrupt or impair the administration, security or fairness of the program. The Sponsor is not responsible for any human or technological error that may occur in the processing of the program nor are they responsible for

any error, omission, interruption, deletion, defect, communications line failure, theft or destruction of, unauthorized access to, delay in operation, transmission, or distribution of, or alteration of, challenge locations, entries, submissions for points credit, whether caused by the sender, any of the equipment or programming associated with or utilized in this, or otherwise.

**Publicity Release:**

Entrants and winners agree that the Sponsor and designees may use entrant's name, voice, city/state of residence, photograph and/or likeness for advertising and/or trade and/or for any other purpose in any media or format now or hereafter known without further compensation, permission or notification.

**Limitation of Liability and Dispute Resolution:**

Except where prohibited, each entrant and winner accepting a prize agrees that: (a) all issues and questions concerning these rules shall be governed by Minnesota law without giving effect to any principles of conflicts of law of any jurisdiction; (b) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this program or any prize awarded shall be (i) resolved individually, without resort to any form of class action; and (ii) filed only in the state courts situated in Minnesota, and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (d) 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 any and all rights to have damages multiplied or otherwise increased and (e) Sponsor and Duke University are not responsible or liable for any loss, damage, inconvenience, or loss of time arising out of any acts, omissions, or negligence, of any person including, without limitation, air and ground transportation carriers, the game venue, the players participating in the game, and any person providing any service or accommodation in conjunction with the Prize, or for delays or cancellations including, but not limited to, those resulting from mechanical breakdown, closings, strikes, government action, inclement weather, sickness, injury, Acts of God, an act of terrorism, or a civil disturbance. Winner and Guest agree to abide by all rules and policies of the game venue and are subject to removal for non-compliance or unruly behavior. Winner agrees to release, discharge, indemnify, and hold harmless the Sponsor, Duke University and their respective parent companies and affiliates and directors, officers, employees, and agents, from any claims due to any injuries, damages or losses incurred by the Winner, or caused by the Winner, (including death) resulting in whole or in part from attendance at the game, use of the Prize, or participation in the Sweepstakes.

**Identification of Winners and Official Rules:**

For an identification of winners or a copy of the Official Rules, send a self-addressed, stamped envelope for receipt by February 1, 2019 to Great Clips, Inc. Attn: 2018 Duke Basketball Sweepstakes Winners List, 4400 West 78th Street, Suite 700, Minneapolis, MN 55435