

Gift Card Giveaway 2018 Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

Eligibility: The Gift Card Giveaway (the “Giveaway”) is open to natural persons who are 13 years of age or older. Void where prohibited by law. Employees of Billion Automotive, its affiliates, agents or advertising and promotion agencies and their immediate family members (defined as spouses, parents, siblings and children) and households are not eligible to enter.

Agreement to Official Rules: By participating in the Giveaway, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Giveaway. Sponsor may disqualify any entrant that Sponsor, in its sole discretion, deems to be out of compliance with these Official Rules.

How to Enter the Giveaway: To enter, post a photo naming entrant’s “what they give” on Facebook or Instagram post tagging the Faith Temple Food Giveaway page (www.facebook.com/faithtemplefoodgiveaway) between 10:00 a.m. on November 15, 2018 and 11:00 a.m. on November 26, 2018. Content that is inappropriate, lewd, pornographic, obscene, indecent, hateful, tortious, illegal, defamatory, slanderous, libelous, false, or disparaging, or that invades any person’s privacy or other rights, or that promotes or advocates drug use, bigotry, racism, hatred, or harm against any group or individual, or that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age is prohibited in any comment or post.

Prize: The Giveaway shall have one (5) prizes, four (4) prizes will include a flyboy donut gift card valid for 1 assorted dozen donuts, and one (1) \$25.00 gift card to Flyboy donuts. The retail value of each prize is \$11.99 (1 assorted dozen donuts) and \$25.00 (\$25.00 gift card) total. EACH PRIZE IS AWARDED “AS IS” WITH ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FROM ANY SPONSOR TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THIS GIVEAWAY AND ANY PRIZE. In addition, the winner shall be liable for any injury, death or damage arising out of the use of the prize. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

Selection and Notification of Winner: On or about 3:00 p.m. on Tuesday, November 27, 2018, the winners will be determined by random drawing from a pool of all eligible entries. Each winner will be notified by Facebook message within one (1) day following selection of winner and will also be posted on Sponsor’s Facebook page. Sponsor shall have no liability for winner’s failure to receive notices due to spam, junk e-mail or other security settings or for winner’s provision of incorrect or otherwise non-functioning contact information. Prize(s) must be claimed by not later than 5:00 p.m. on Monday, December 3, 2018. Unclaimed Prizes may be disposed of in Sponsor’s discretion. Prize(s) are nontransferable, and cannot be exchanged. The winner is responsible for paying all taxes, fees, and expenses relating to winning or using any Prize.

Publicity and Communication: Except where prohibited, participation in the Giveaway constitutes winner's consent to Sponsor's use of winner's name, prize information, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media worldwide, without further payment or consideration. Submission of contact information in connection with the Giveaway (whether or not required), including mailing address, phone number, and email address during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons.

General: By participating in the Sweepstakes, all entrants agree that Sponsor and related organizations, and their respective agents and employees have no liability whatsoever for any injuries, losses or damages of any kind which result from use of the Prize or by participation in the contest. Entrant agrees that (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any Prize shall be resolved individually, without resort to any form of class action, and exclusively by the Circuit Court, Second Judicial Circuit, Minnehaha County, South Dakota, and/or the Federal District Court, Southern Division, State of South Dakota; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, if any, in entering the Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Dakota, without giving effect to any choice of law or conflict of law rules (whether of the State of South Dakota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Dakota.

Release and Limitations on Liability: By participating in the Giveaway, each entrant releases Sponsor and its related companies, parents, subsidiaries, affiliates, promotional partners, prize partners, and their respective agents and agencies ("Released Parties"), from and against any claim or cause of action arising out of participation or attempt to participate in the Giveaway or use of any Prize. Released Parties are not responsible for and each entrant releases and holds the Released Parties harmless for any technical or human error preventing entry into the Giveaway by any manner, as well as any damages to persons or property which may occur as a result of entering or attempting to enter the Giveaway or related to any Prize.

Results: For a list of prizewinners, send a separate self-addressed, stamped envelope to: Faith Temple Food Giveaway ATTN: Josh, 2121 W. 33rd Street, Sioux Falls SD 57105. Requests must be received by December 31, 2018.