## **Hog Heaven Shopping Spree Official Rules**

How to Play. The University of Arkansas ("University") is giving fans the opportunity to buy a thirty-second shopping spree in Hog Heaven. The Hog Heaven Shopping Spree which includes but is not limited to, presence on the University campus, traveling to, from and about the campus, will be held on \_\_\_\_\_\_\_, 2017 ("Promotion"). Participants will start at the Bud Walton Arena South Lobby Entrance of Hog Heaven and have thirty (30) second to grab as much merchandise as the can hold in their hands and/or place on a checkout counter, limited to no more than one (1) item per rack/arm, before time expires. A participant may appoint up to two (2) people to participate in the Promotion. All merchandise must be on the checkout counter when the 30-second clock expires. After the Promotion, if a participant wants to change out the size of an item they grabbed for a different size, they may do so if available. If the size is not available in the same item, the participant may select a different item as long as the exchanged item is of equal or lesser value to the original item.

<u>Eligibility</u>. The Promotion is open only to legal residents of the United States who are at least eighteen (18) years of age on the date of entry. University employees, and any members of their immediate families or households, or affiliates, advertising and promotional agencies, and/or Promotion promotional partners, and any other person or entity involved in the design, execution or judging of the Promotion are not eligible to participate.

How to Enter. The five (5) Promotions go on sale at \_\_\_\_\_\_ p.m. CT on\_\_\_\_\_, 2017, and ends at \_\_\_\_\_\_ pm CT on \_\_\_\_\_, 2017 ("Entry Period"). The cost to participate in the Promotion is One Thousand Dollars 00/100 (\$1000.00) ("Entry Fee"). Those interested in participating in the Promotion may enter online during the Entry Period at INSERT WEBSITE, by following the "Hog Heaven Shopping Spree" link and purchasing one of the available Promotions. Participants are not entitled to a refund of any portion of the Entry Fee. Participants are not guaranteed to receive a particular item, quantity, quality, or value of merchandise during the Promotion and are only granted one (1) opportunity to attempt the Promotion, regardless of any extenuating or unforeseen circumstances.

Promotion Rules. The University is not responsible for any circumstances that may limit or prevent an individual from participating in the Promotion. If for any reason this Promotion cannot be executed as planned, the University reserves the right to amend, cancel, terminate or modify the Promotion. Failure to comply with the rules of the Promotion may result in a participant's disqualification and/or forfeiture of any items or merchandise. The University, in its sole discretion, reserves the right to disqualify any person who refuses to follow the Promotion rules or lawful directions of University officials related to this Promotion. If the University makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with the Promotion, the University reserves the right to disqualify that entrant from entering and/or winning future Promotions and to prosecute and seek damages to the fullest extent permitted by law. The University reserves the right to amend the rules of the Promotion, including without limitation, the dates, times and substitution of any benefits, opportunities, items or merchandise of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of the University, any Promotion-related event or travel is delayed, rescheduled, postponed or cancelled, the University reserves the right, but not the obligation, to refund any part of the Entry Fee and/or cancel or modify the Promotion. The University shall not be required to offer a substitute event in place of the Promotion or any alternative benefits, opportunities, items or merchandise. The University is not responsible for typographical or other errors in the printing, the offering or the administration of the Promotion. Payment of all federal, state and local taxes related to the participants' participation in the Promotion is the sole responsibility

of the participants, if applicable. Participants are responsible for their own safety, well-being and behavior during the Promotion, and have a duty to use caution and diligence to reduce the risk of loss or damage to the persons and/or property of others. By entering or participating in the Promotion, participants certify that they do not have any mental, emotional, physical or medical conditions or other impairment which could interfere with their ability to understand any instructions communicated or safely participate in the Promotion.

Governing Law. This Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. By entering or participating in the Promotion, entrants and participants acknowledge and agree that the place of execution and venue governing this Promotion shall be the State of Arkansas, and that any legal proceedings against the University, to the extent one could ever be made, shall be brought in the State of Arkansas' administrative or judicial forums and the governing law, rights and remedies of the entrants, participants and University shall be determined in accordance with such laws, without regard to choice of law principles. Notwithstanding other provisions herein, in no event shall University be liable to any participant, regardless of the nature or form of the claim or action, in an amount that exceeds the amount of the Entry Fee paid by the participant. No representations by any University trustee, officer, representative or employee or any provision in these rules or any other policy or agreement, shall be deemed, construed or operate as a waiver of any immunities to suit available to the University or its trustees, officers, representatives and employees.

Release. All participants must complete and sign a University-approved affidavit of eligibility and liability release to participate in the Promotion. Notwithstanding, by entering or participating in the Promotion, participants agree to release and hold harmless the University, its trustees, officials, employees, volunteers, students, sponsors, subcontractors and representatives and all of their successors and assigns from and against any and all claims or liability arising directly or indirectly from the items or merchandise received and participation in the Promotion. By entering or participating in the Promotion, participants further agree to defend, indemnify, release and hold harmless University, its trustees, officials, employees, volunteers, students, sponsors, subcontractors and representatives and all of their successors and assigns from and against any and all losses, demands, damages, rights, claims, actions and liabilities of any kind arising out of or related to their (i) participation in the Promotion; (ii) presence on the University's property; and (iii) participation in any Promotion-related activities, including without limitation, any property loss, damage, illness, personal injury or death caused to any person(s). Participants assume all liability for any illness, injury, death, or damage caused, or allegedly caused, by participating in this Promotion. Participants agree that the University, its trustees, officials, employees, volunteers, students, sponsors, subcontractors and representatives, and all of their successors and assigns, will have no liability whatsoever for, and shall be held harmless by participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any items or merchandise or participation in this Promotion. The obligation to indemnify shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred by a party as well as any attorneys' fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to the University, University's inhouse counsel may participate in any such proceedings.

<u>Publicity</u>. By entering or participating in the Promotion, the participant agrees to have his or her name, voice and likeness used in any advertising or broadcasting material relating to the Promotion without

additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of participation in the Promotion. As a condition of participation in the Promotion, except where prohibited by law, each participant grants to University, a perpetual, worldwide, royalty-free license and right, to publicize, broadcast, display and/or otherwise use the Promotion participant's name, city, state, biographical material in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval of the participant.