2014 Children's Mental Health Awareness Virtual Scavenger Hunt

Official Rules and Regulations

The following are the official rules and regulations applicable to the 2014 Children's Mental Health Awareness Virtual Scavenger Hunt.

Activity

The 2014 Children's Mental Health Awareness Virtual Scavenger Hunt (the "Activity") is run by the District of Columbia Department of Behavioral Health (the "Administrator"). These are the official rules and regulations (the "Rules") applicable to persons who enter the Activity and their parent(s) and/or legal guardian(s) if such persons are under the age of 18 in the District of Columbia (each an "Entrant"). By entering the Contest, you accept these Rules and agree to be bound by them and the interpretation of these Rules by the Administrator. If you are under the age of majority in the District of Columbia, you represent and warrant that your parent(s) and/or legal guardian(s) also accept these Rules (for themselves and on your behalf) and agree to be bound by them and the interpretation of these Rules by the Administrator.

1. Activity Period

The Activity shall begin on, and Entries (defined below) will be accepted from 12 am (EST) on April 28, 2014 until 11:59 pm (EST) on May 5, 2014 (the "Activity Period").

2. Activity Group

For the purposes of these Rules, the "Activity Group" is composed of the Administrator, members of the System of Care Social Marketing Work Group, and the Selection Panel. Information concerning the composition of the Social Marketing Work Group and the Selection Panel is available by request to the Administrator.

3. Eligibility

Subject to the following restrictions, the Activity is open to all middle and high school students enrolled at select District of Columbia public and public charter schools:

- (i) Grand Prizes (defined below) are available only to Entrants who are enrolled at select and participating District of Columbia public and charter schools at the time such Grand Prizes are awarded;
- (ii) Employees of the Activity Group, including members of their immediate family (i.e. father, mother, brothers, sisters or children) of such employees, their legal or common-law spouses, and any persons with whom such employees reside, are not eligible to enter the Activity; and
- (iii) Suppliers and agents of the Working Group that participated in the development and/or promotion of the Activity are not eligible to enter the Activity.

4. Methods of Entry

- 4.1 There is no purchase necessary to participate in the Activity.
- 4.2 To enter for a chance to win the Grand Prize (defined below), the Entrant must participate in the online scavenger hunt and submit the answers to the provided questions by 11:59 pm (EST) on May 5, 2014.

- 4.3 To enter for a chance to win a Grand Prize (defined below), (i)all answers must be submitted via the online survey and (ii) participants must follow the twitter accounts of the Department of Behavioral Health (@Dare2CareDC) and the DC Child and Youth Investment Trust (@DCTrustCorp) and tweet both accounts with the following message: #ChildrensMentalHealthMattersDC. All Grand Prize Entries must be received prior to 11:59:00 p.m. (EST) on May 5, 2014.
- 4.4 The Administrator shall have the right to reject any Entry which it determines, in its sole discretion, does not comply with these Rules.
- 4.5 All Grand Prize Entries and Prize Entries (collectively, the "Entries") become the property of the Administrator and none will be returned.

5. Prizes

- 5.1 The Grand prize is a an Apple ipad mini
- 5.2 The first place prize is a \$100 Target gift card
- 5.3 200 students will be randomly selected to win a 2GB USB flash drive
- 5.4 The three schools with the highest percentage participation will be recognized and receive a plaque.
- 5.5 All Prizes (collectively, the "**Prizes**") must be accepted as awarded and are not transferable; there is no cash alternative and otherwise than as set out below, there are no substitutions.
- 5.6 Administrator reserves the right, in its sole discretion, and for any reason whatsoever, to substitute for any Prize, or part thereof, another prize of equivalent or greater value, without limitation. Such substituted prize shall be subject to these Rules as though it was a Prize.

6. Awarding of Prizes

- 6.1 <u>Grand Prize</u>. A random drawing of the Grand Prize Entries received during the Activity Period shall be held on Thursday, May 8, 2014 at the DBH Office to award the Grand Prize. The odds of winning a Grand Prize are dependent on the number of eligible Grand Prize Entries received during the Activity Period.
- 6.2 A random draw of the 2nd place prize will be from entries received from the school with the highest percentage of participating students.
- 6.3 Each Entrant selected by random draw referred to in Sections 7.1 and 7.2 above shall be deemed to be a "Selected Entrant".
- 6.4 The Administrator shall post the names of the winners on the Department of Behavioral Health website on May 8, 2014 in commemoration of National Children's Mental Health Awareness Day. Winners will also be notified via the email address provided on the survey entry form.
- 6.5 To be declared the winner of a Prize and be eligible to collect a Prize, the Selected Entrant will be required to: (i) be a current student attending one of the select and participating District of Columbia public or public charter schools as defined by Administrator; and (ii) sign and deliver a declaration and release which (a) confirms compliance with these Rules; (b) acknowledges acceptance of the Prize as awarded; and (c) confirms the release set out in Section 8.4. If any of the foregoing requirements are

- not met to the satisfaction of the Administrator, the draw of that Selected Entrant shall be deemed void.
- 6.6 In the event that the draw of a Selected Entrant is deemed void, invalid or disqualified, the Selected Entrant shall forfeit any right to a Prize and the Administrator will draw another Entry from the all remaining eligible Entries received and such Entrant shall be deemed to be a Selected Entrant. This process will be repeated as necessary.

7. General Terms and Conditions

- 7.1 <u>Verification of Entries</u>. The validity of any Entry is subject to verification by the Administrator. Any incomplete or fraudulent Entries will be disqualified. Any Entrant or other individual who enters or attempts to enter the Activity in a manner that is contrary to these Rules or that is otherwise disruptive to the proper operation of the Activity or by its nature is unjust to other Entrants or potential Entrants will be disqualified. All decisions made by the Administrator or its representatives, including without limitation those concerning the eligibility or disqualification of Entrants, are final and binding without right of appeal.
- 7.2 Number of Prize/Winners. By participating in the Activity, each Entrant acknowledges that the Administrator shall not be required under any circumstances to award more prizes than the number of available Prizes, as set out in these Rules. In the event that, for any reason whatsoever (including, without limitation, as a result of an error, malfunction or defect in the design, advertising, management, implementation or administration of the Activity, whether mechanical, electronic, human or otherwise) the number of Selected Entrants, declared Winners or the number of Prizes claimed by Entrants is greater than the number of Prizes available, the Administrator reserves the right, in its sole discretion, to end the Activity in whole or in part, without notice, and to award the correct number of Prizes among the correct number of Winners, selected in accordance with these Rules from among those eligible Entries validly submitted prior to the termination of the Activity.
- 7.3 Other Changes to Activity Rules. Without limiting the provisions of Section 8.2, the Administrator reserves the right, in its sole and absolute discretion, to modify, cancel, terminate or suspend the Activity, in whole or in part, in the event of any cause or circumstance, including, without limitation, any virus, computer bug or unauthorized human intervention or any other cause that is beyond the control of the Administrator, that could corrupt or affect the administration, security, impartiality or normal course of the Activity.
- 7.4 Release and Exclusion of Liability by the Entrants. By entering or attempting to participate in the Activity, each Entrant and/or purported Entrant agrees: (i) to release, discharge, and forever hold harmless the Activity Group from any and all claims, actions, damages, demands, manner of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, claims over, contracts and liabilities of whatever nature or kind arising out of, or in connection with the Entrant's participation or attempted participation in the Activity, compliance or non-compliance with these Rules and acceptance and use of the Prize; and (ii) if selected as a Selected Entrant, to sign the declaration and release documentation (Section 7.5) in this regard before receiving his/her Prize. The Activity Group will not be responsible for lost,

incomplete, late or misdirected Entries, for any failure of the Activity website, if applicable, during the Activity Period, or for any technical malfunction or other problems with, any telephone network or lines, computer on- line systems, servers, access providers, computer equipment or software or for any technical problems or traffic congestion on the Internet or at any website, or any combination of the foregoing, and will not be liable for any resulting death, injury or damage to any person or property arising from, or relating to, that person's or any other person's participation or attempted participation in the Activity. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Activity is a violation of criminal and civil laws and, should such an attempt be made, the Administrator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

- 7.5 Name/Image of Winners. By entering the Activity, each Winner authorizes the Administrator and its advertising and promotional agencies and their respective employees or other representatives to broadcast, publish and otherwise use his or her name, photograph, image, statements regarding the Activity or any Prize, voice for publicity purposes, worldwide and without any form of remuneration.
- 7.6 <u>Personal Information</u>. Unless the Entrant has otherwise authorized the Administrator or another entity related to the Activity to contact him or her, the personal information gathered about Entrants in connection with this Activity will be used solely for the administration of the Activity and is subject to the Administrator's privacy policies.
- 7.7 <u>Severability</u>. If any term within these Rules is deemed to be illegal, invalid or otherwise unenforceable by a court of law for any reason, the affected term shall be deleted from these Rules and the remaining terms shall continue in full force and effect.
- 7.8 <u>Disputes</u>. In the event of any dispute regarding the conduct or results of the Activity, these Rules or any other matters relating to the Activity, the decision of the Administrator shall be final and no correspondence or discussion shall be entered into.