

# MIAMI DADE COLLEGE STUDENT LEARNING OUTCOMES ASSESSMENT Raffle

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER RAFFLE

By participating in the College Student Learning Outcomes Assessment (“CSLOA”) Survey Raffle (“Raffle”), each participant unconditionally accepts and agrees to comply with and abide by these official rules (“Official Rules”). The decisions of Miami Dade College (“Sponsor”) shall be final and binding in all matters relating to this Raffle.

Pre-registration to participate in the CSLOA Survey begins on October 15th, 2019. The CSLOA Survey will begin at 8:00 a.m. EST on November 4th, 2019 and will end at 5:00 p.m. EST on April 24th, 2020 (“Raffle Period”).

- 1. Eligibility.** To be eligible for this Raffle, participants must register and participate in the CSLOA Survey on or before April 24th, 2020, at 5:00 p.m. (“Entry Deadline”) and must also comply with the eligibility requirements below. The raffle is only open to Miami Dade College students who are potential term graduates in 2020-2 (Spring Term) or those students invited to take the CSLOA Survey through a course-based invitation. All participants must be at least eighteen (18) years of age, legal residents of the State of Florida and able to provide a valid Florida-issued identification. By participating in the Raffle, each participant agrees that he/she has all rights necessary to enter and participate in this Raffle and grant to Sponsor the rights described in these Official Rules. If a participant is unable to participate in the Raffle as requested by the Sponsor, Sponsor reserves the right to deem that participant’s entry is forfeited in its entirety and disqualified. The Raffle is subject to all applicable federal, state, and local laws, rules and regulations.
- 2. How to Enter.** To enter the Raffle, a participant must complete the online registration form (<http://www.mdc.edu/main/testing/assessments/csloa.aspx>) and submit a valid response to the CSLOA Survey. The responses to the CSLOA Survey (“Entry Materials”) must be submitted via the online platform provided by Sponsor and may not be submitted in any other format. All Entry Materials must be received by the Entry Deadline. Any submissions received after this date and time will be disqualified. The odds of winning a prize (“Prize”) depend on the number of eligible entries received by the Entry Deadline. Sponsor is not responsible for late or misdirected Entry Materials, or for electronic, network, computer, hardware or software malfunctions, failures or difficulties. Entry Materials must be developed in good taste, shall not contain content that is obscene or indecent and shall not include profanity, drugs, alcohol, phone numbers, offensive or derogatory statements that may be offensive to individuals of a specific race, religion, ethnicity, sexual orientation or socioeconomic group, or contain other content deemed inappropriate by Sponsor, in its sole discretion. There can only be one entry per person. In the event any Entry Material is deemed inappropriate by Sponsor, that entry will be deemed ineligible. In the event of a dispute regarding Prize claims or entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of submission of the Entry Materials will be deemed to be the participant eligible to participate in the Raffle and such entry must comply with these Official Rules. An authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses. In the event more than one participant submits the same Entry Materials, the participant who was the first to submit the Entry Materials will be deemed the official participant (based on Sponsor’s server’s timestamp) and the participant who submitted the subsequent duplicate Entry Materials will not be eligible to be a winner, unless the participant who was the first entrant to submit the Entry Materials is selected as a winner, but is thereafter deemed by Sponsor to be ineligible under these Official Rules.
- 3. Sponsor’s Use of Entries and Related Materials.** By submitting a response to the CSLOA Survey, each participant agrees to and irrevocably assigns and transfers to Sponsor any and all right, title and interest that the participant has or may have in his/her the Entry Materials and all other related materials provided to Sponsor or otherwise prepared in connection with the Raffle or acceptance of a Prize (collectively, “Entry Materials”) in any way, which may or may not include the participant’s name, voice, image, photograph, likeness, city and state of residence and/or responses to the CSLOA Survey. The Entry Materials will not be returned to any participant. Each participant acknowledges and agrees that Sponsor shall have the right, but not the obligation, to use, modify, reproduce, publish, perform, display, distribute, make derivative works of, trademark or otherwise register, and otherwise commercially and non-commercially exploit the Entry Materials, including without limitation the, in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to any participant or any other person or entity or prior approval by participant or any other person or entity. Each participant agrees to take, at Sponsor’s expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor’s rights as set forth in this Paragraph 3. By entering, the participant acknowledges and warrants the information provided in the Entry Materials is original and that no other party has any right, title, claim or interest in the Entry Materials. Sponsor reserves the right to make necessary alterations to the Entry Materials. Sponsor shall have unlimited rights to use the Entry Materials in any form or application as long as the responses to CSLOA Survey are not directly identifiable to the participant. By accepting these terms and conditions, participant agrees to release, forfeit all title to the Entry Materials and relinquish rights and title to Miami Dade College. Failure to do so invalidates the entry. Participants agree to sign an additional release if so required by the Sponsor. Sponsor is not obligated to use any Entry Materials, in whole or in part.
- 4. Winner Selection and Verification.** The Raffle is being conducted by the Sponsor’s Learning Outcomes Assessment Team. All eligible participants who register and submit an entry for the CSLOA Survey on or before the Entry Deadline will receive a Prize of a \$20 gift card. After the Entry Deadline, the CSLOA Survey responses from 2020-2 potential (Spring Term) term graduates will be reviewed by a panel of judges selected by Sponsor in its sole discretion. The judges will review and rate those responses based on a criteria established by the Sponsor’s Learning Outcomes Assessment Team. The rating of the responses shall be in the judges’ sole discretion and shall range from 0 to 4. The participant surveys responses with a rating of one (1) or higher, will be eligible to be entered into a random drawing for one (1) of the eight (8) Grand Prizes, a \$100 gift card.

The drawing for the names of the Grand Prize Winners will be conducted on Wednesday, April 29th, 2020 at 12:00 pm EST by randomly selecting the names from the pool of the eligible participants. The eight (8) Grand Prize Winners are subject to verification of their eligibility and compliance with the Official Rules.

5. **Grand Prize Winner Notification.** Sponsor will contact the Grand Prize Winners by sending an email notification to the email address that the participant provided at time of their registration for the CSLOA Survey. Sponsor will make three (3) attempts to contact the Grand Prize Winners by the method described above within one (1) business day after they were determined to be a Grand Prize Winner. If Sponsor is unable to reach a Grand Prize Winner by the method described above within such time, that winner will be disqualified and an alternate Grand Prize Winner will be determined by randomly selecting another winner from the names of all of other remaining eligible participants using the selection criteria described above. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason.
6. **Winner Supplemental Submissions:** If a participant is selected as a Grand Prize Winner, he/she may be required to submit the additional information (e.g. a photo, and a short bio), prior to acceptance of the Grand Prize, for Sponsor's use in promoting the CSLOA Survey and the Raffle Grand Prize Winners. Sponsor's use of these related Entry Materials shall be in accordance with Paragraph 3.
7. **Prize.** The Grand Prize Winners will receive the following Prize: one (1) of eight \$100 gift cards.
8. **Disqualification and Cancellation of Contest and Events.** At any time during the Raffle, Sponsor reserves the right in its sole discretion to disqualify and eliminate any entry, Entry Materials or other submission from a participant for any reason, including but not limited to, because Sponsor believes the entry or Entry Materials do not comply with these Official Rules. In the event that a Grand Prize Winner is disqualified after the Contest, an alternate winner will be selected from among the remaining eligible entries, as provided above, if practicable. Sponsor reserves the right to amend these Official Rules, or terminate, suspend or modify the Contest, in its sole discretion. The dates and times set forth in these Official Rules are subject to change in Sponsor's sole discretion and in the event of any such change, Sponsor will notify the participants by posting the change on the website (<http://www.mdc.edu/main/testing/assessments/csloa.aspx>).
9. **Cash Value and Taxes.** Winners are solely responsible for any and all expenses, and applicable federal, state and local taxes associated with claiming or using the Prizes. If applicable, all Winners may receive a tax Form 1099 for the value of the Prizes as provided by current tax laws. Unless otherwise specified herein, no Prizes can be replaced if lost or stolen. Sponsor reserve the right to replace and/or substitute similar prizes of equal value, should the Prizes specified in these Official Rules, or any portion thereof be unavailable, for any reason.
10. **Claiming the Prizes.** Prizes will be issued to each participant after participants have submitted their response to the CSLOA Survey. Grand Prize Winners are required to claim the Prizes in person at Sponsor's business office at the following address: MDC Office of Learning and Program Evaluation, 300 NE 2<sup>nd</sup> Avenue, Suite 1440, Miami, FL 33132, or any other address as designated by Sponsor. Sponsor may email Grand Prize Winners with a specific date and/or time to claim their Prize. Sponsor shall have no liability for non-delivery, and are not responsible for any mishandling by the U.S. Mail or any other delivery method used to transmit the Prizes.
11. **Governing Law and Jurisdiction.** This Raffle is void where prohibited or where restricted beyond the restrictions set forth in these Official Rules by law. Sponsor does not warrant that the Raffle is valid in any particular state or jurisdiction. All applicable federal, state and local laws and regulations shall apply. ALL ISSUES CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND/OR ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS, SPONSOR(S) AND/OR SPONSOR ENTITIES IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING ANY EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. ENTRY INTO THE CONTEST GIVES EACH CONTESTANT'S CONSENT TO THE SOLE JURISDICTION OF THE COURTS OF MIAMI-DADE COUNTY, FLORIDA.

#### ACCEPTANCE OF TERMS AND CONDITIONS:

I have read the rules and agree to all terms and conditions. I affirm that I am at least 18 years of age and I am fully able and competent to understand and comply with the terms, conditions, obligations, affirmations and representations set forth in these Terms and Conditions. Any submission of Entry Materials shall be considered full and complete acceptance of these Terms and Conditions.