

**HEIFER INTERNATIONAL
2019-2020 HEIFER SCHOOL FIELD TRIP CONTEST
OFFICIAL RULES (the “Rules”)**

EXCEPT AS LIMITED IN THE IMMEDIATELY FOLLOWING SENTENCE, THIS CONTEST IS OPEN TO UNITED STATES CITIZENS WHO ARE RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHO ARE EIGHTEEN (18) YEARS OF AGE AND OLDER. THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. NO PURCHASE, FEE, OR DONATION IS REQUIRED TO ENTER THE CONTEST. ONLY ONE ENTRY PER PERSON IS ALLOWED.

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A. Definitions:

As used in these Rules, the following terms shall have the following meanings:

1. **“Contest”** means the *“2019-2020 Heifer School Field Trip Contest”*.
2. **“Contest Beginning Date”** means 12:01 a.m. Central Standard Time on the **16th day of August, 2019**.
3. **“Contest Completion Date”** means 11:59 p.m. Central Standard Time on the **15th day of June, 2020**.
4. **“Contest Parties”** mean Sponsor and its directors, officers, employees, representatives, successors, assigns, volunteers, consultants, contractors, and agents.
5. **“Contest Period”** means the period of time extending from the Contest Beginning Date until the Contest Completion Date.
6. **“Determination Date”** means 11:59 p.m. Central Standard Time on the **20th day of June, 2020**.
7. **“Contest Website”** means <https://www.heifer.org/about-heifer/contest-policies.html>.
8. **“Disallowed Party(ies)”** means (a) Sponsor’s directors, officers, employees, and contractors, and volunteers officially recognized by and registered with Sponsor, along with (i) such person’s immediate family members (spouse, siblings, parents, children, and such siblings’, parents’, and children’s respective spouses), and (ii) any members of such person’s household.
9. **“Eligible Party(ies)”** means a **public, or a private nonprofit, elementary school, secondary school, or high school**, that is not a Disallowed Party, and is located in the United States.
10. **“Entrance Requirements”**: an Eligible Party must (i) be a school that participates in the *2019-2020 Heifer School Field Trip Contest* during the Contest Period, and (ii) provides its entry using the Sponsor-designated upload tool located on the Contest Website (an “Electronic Entry”);
11. **“Entrant”** means an Eligible Party who submits an Entry in strict accordance with these Rules.
12. **“Entry(ies)”** means an Electronic Entry, as defined above.
13. **“Notification Date”** means 11:59 p.m. Central Standard Time on the **21st day of June, 2020**.
14. **“Prize”** means a three (3)-day to seven (7)-day trip (final length of trip to be determined by Sponsor) to one or more of Sponsor’s projects in a location to be selected by Sponsor (the “Prize Location”). The Prize **only** includes (a) a Sponsor-approved economy ticket from the Prize Winner’s closest major airport (the “Departure Airport”) to the Prize Location, and (b) Sponsor-approved accommodations and itinerary, including Sponsor-approved transportation in-country and to project visit(s). The flight will likely include multiple stops and, if possible, the flight will depart from a major United States airport. Sponsor is not responsible for transportation to, or vehicle storage at, the Departure Airport. This Prize has an approximate retail value of **US \$2,500**, and a

maximum retail value of **US \$5,000**. The Prize shall be received and utilized **only** by the individual selected by the Prize Winner Designee.

15. **"Prize Winner(s)"** is defined and described in the Selection Procedures section below.
16. **"Prize Winner Designee(s)"** is defined and described in the Selection Procedures section below.
17. **"Qualifying Entry(ies)"** means an Entry that has been timely submitted by an Entrant, and timely received by Sponsor during the Contest Period, in accordance with these Rules, all as determined by Sponsor in its sole and absolute discretion.
18. **"Sponsor"** means Heifer Project International, an Arkansas nonprofit corporation, carrying out charitable work internationally, dedicated to ending hunger and poverty and caring for the Earth.
19. **"Sponsor Documents"** means the following documents, in Sponsor's format: (a) a personal data form; (b) a waiver, release, and permission form; (c) an statement of eligibility; and (d) any other documents requested by Sponsor.
20. **"Winner List Cut-Off Date"** means 11:59 Central Standard Time on the **28th day of June, 2020**.

B. Contest Period and Sponsor:

1. The Contest is sponsored by Sponsor.
2. The Contest will be open for the Contest Period.

C. Eligibility:

1. The Contest is open to Eligible Parties who submit a Qualifying Entry to Sponsor.
2. The Contest is void where prohibited by law.
3. **DISALLOWED PARTIES ARE NOT ELIGIBLE TO ENTER OR WIN THIS CONTEST.**
4. **ONLY ONE ENTRY PER SCHOOL IS ALLOWED.**
5. No purchase, fee, or donation is required to enter the Contest.

D. Winner and Prize:

1. The Prize will be awarded to the Prize Winner in accordance with the Selection Procedures section below.
2. A Prize may not be substituted, transferred, or redeemed for cash except in Sponsor's sole and absolute discretion.
3. In case of Prize unavailability, Sponsor reserves the right to substitute a prize of equal or greater value.
4. **CONTEST PARTIES HAVE NOT MADE, AND ARE NOT IN ANY MANNER RESPONSIBLE FOR, ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE, INCLUDING BUT NOT LIMITED TO A PRIZE'S QUALITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, REPRESENTATIONS, AND/OR GUARANTEES WITH RESPECT TO A PRIZE (IF ANY) ARE SUBJECT TO THE RESPECTIVE MANUFACTURER'S OR SERVICE PROVIDER'S TERMS THEREFOR, AND THE PRIZE WINNER AGREES TO LOOK SOLELY TO SUCH MANUFACTURER OR SERVICE PROVIDER FOR ANY SUCH WARRANTY, REPRESENTATION, AND/OR GUARANTEE.**
5. Arrangements for the fulfillment of the Prize will be made by Sponsor in its sole and absolute discretion.
6. Receipt of any Prize is conditioned upon compliance with all applicable federal, state, and local laws, rules, and regulations.

E. General Prize Rules:

1. Prize Winner will be determined on or before the Determination Date, based upon the decisions of the judge(s) and the application of the Selection Procedures described below. Prize Winner need not be present to win.
2. Prize Winner will be notified on or before the Notification Date (subject to these Rules).
3. Sponsor will make three (3) attempts to contact Prize Winner via phone and/or email within seventy-two (72) hours after the Determination Date. If Sponsor is unable to reach Prize Winner via phone and/or email within this time frame, or if Prize Winner fails to respond via phone and/or email within this time frame, such Prize Winner will be disqualified, and an alternate Prize Winner will be determined based upon the Selection Procedures described below.
4. Prize Winner and Prize Winner Designee shall be wholly and solely responsible for the following, including but not limited to any fees or costs associated therewith: (a) payment of all taxes and fees associated with the Prize and its use, (b) obtaining a passport, (c) obtaining any and all required visas, (d) obtaining any and all required

and recommended vaccinations, and (e) obtaining travel insurance, sufficient in Sponsor's sole and absolute discretion. Any delay in meeting the requirements in this **Rule E. 4.** may result, in Sponsor's sole and absolute discretion, in Prize Winner's disqualification, and an alternate Prize Winner will be determined based upon the Selection Procedures described below.

5. Prize Winner Designee shall not bring a guest (human, animal, or otherwise) on, and shall not modify or extend the itinerary or plans for, the trip contemplated in the definition of Prize above.
6. **PRIZE WINNER AND PRIZE WINNER DESIGNEE SHALL ABIDE BY SPONSOR'S POLICIES, PROCEDURES, AND RULES WHILE ON THE TRIP CONTEMPLATED IN THE DEFINITION OF PRIZE ABOVE.**
7. Sponsor will communicate only with the Prize Winner and Prize Winner Designee in connection with the Prize.
8. Prize Winner and Prize Winner Designee understand that international travel carries with it certain inherent risks and challenges, including but not limited to unstable political, economic, and security situations, acts of war, terrorism, violence, lack of governmental and public safety infrastructure, physical and mental exertion, physical injury, sickness, death, property loss, trip delays, vehicles, transportation systems, accommodations, and medical treatment and facilities that may not meet modern industry standards, and other various risks described herein, or on the websites described herein (collectively the "International Travel Risks"). Prize Winner and Prize Winner Designee acknowledge they have reviewed and understood information regarding the countries through and to which Prize Winner Designee may be traveling, including but not limited to country-specific information, travel alerts, travel warnings, and various recommendations, as provided on the U.S. Department of State websites at <http://www.travel.state.gov> (particularly the *International Travel* tab), and <http://www.state.gov/r/pa/ei/bgn>, and will be responsible for following these recommendations. Prize Winner Designee acknowledges that he/she will research and obtain any recommended immunizations for countries through and to which he/she may travel on the Center for Disease Control website at <http://wwwnc.cdc.gov/travel>. Finally, Prize Winner Designee acknowledges that he/she will research and obtain contact information for the U.S. Embassies existing in the countries through and to which he/she may be traveling, from the U.S. Embassies website at <http://www.usembassy.gov>.
9. Prize Winner and Prize Winner Designee warrant that Prize Winner Designee is in good health, and that Prize Winner Designee's physical, mental, and emotional conditions are adequate to undertake international travel and assume the International Travel Risks. Prize Winner and Prize Winner Designee agree that Prize Winner Designee will not be selected for, and will not accept, the Prize if his/her health and physical, mental, or emotional conditions are inadequate to do so. Prize Winner and Prize Winner Designee agree and acknowledge that Sponsor is not responsible or liable for Prize Winner Designee's health and safety during international travel. Recognizing this, however, Prize Winner and Prize Winner Designee grant Sponsor, in the event of an emergency, full authority to take, or not take (in its sole and absolute discretion) whatever actions it may consider warranted under the circumstances for Prize Winner Designee's health and safety in connection with international travel. Prize Winner and Prize Winner Designee agree Sponsor may modify or cancel the trip contemplated in the definition of Prize above if Sponsor determines, in its sole and absolute discretion, that unreasonable safety concerns exist.
10. **BEFORE PRIZE WINNER AND PRIZE WINNER DESIGNEE MAY RECEIVE THE APPLICABLE PRIZE, BOTH WILL BE REQUIRED TO SIGN AND RETURN TO SPONSOR THE SPONSOR DOCUMENTS.**
11. **PRIZE WINNER'S, AND/OR PRIZE WINNER DESIGNEE'S, FAILURE TO (A) SIGN AND RETURN THE SPONSOR DOCUMENTS WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT, AND/OR, (B) COMPLY WITH THESE RULES, WILL CAUSE PRIZE WINNER AND PRIZE WINNER DESIGNEE TO FORFEIT AND LOSE ALL CLAIMS AND RIGHTS TO THE APPLICABLE PRIZE, INCLUDING BUT NOT LIMITED TO PRIZE WINNER DESIGNEE'S ABILITY TO UTILIZE THE PRIZE.**

F. How to Enter:

1. An Eligible Party must follow the Entrance Requirements in order to become an Entrant.
2. During the Contest Period, please visit the Contest Website and make certain you read and fully understand these Rules.
3. Sponsor has the sole and absolute discretion to determine whether an Entry qualifies as a Qualifying Entry.
4. Sponsor, in its sole and absolute discretion, may disqualify any Entrant who fails to comply with these Rules. Such disqualified Entrant may not participate in the Contest, and the disqualified Entrant's Entry may not be submitted by another party.

G. Conditions:

1. By submitting an Entry, Entrant (a) agrees to these Rules, agrees to strictly abide by these Rules, and (b) agrees to obtain and ensure Prize Winner Designee's agreement and compliance with these rules.
2. One may only enter the Contest once.
3. All Electronic Entries must be made via the Contest Website.
4. Entrant acknowledges and agrees his/her Entry becomes the property of Sponsor, and that Sponsor has the right (along with its representatives and agents) to edit, alter, modify, adapt, modify, reproduce, exhibit, publish, distribute, promote and otherwise use the Entry in any way Sponsor sees fit in connection with promoting Sponsor and the Contest in any medium, throughout the world, in perpetuity.
5. Entrant shall have no right to review or approve edits, adaptations, modifications, reproductions, exhibitions, publications, distributions, promotions, alterations or modifications to his/her Entry, and Entrant waives the benefit of any provision of law known as "moral rights".
6. Participation in Contest constitutes permission for Sponsor and Contest Parties to use Entrant's name, city, and state of residence, photograph, or any other likeness, including his/her voice, recorded or live, or testimonials, for purposes of Sponsor's advertising, promotion, and public relations, in any and all forms of media, throughout the world, in perpetuity, without further compensation, except where prohibited by law. Entrants agree to hold Sponsor and the Contest Parties harmless and without liability for any such publication, broadcast, or use.
7. **PRIZE WINNER, PRIZE WINNER DESIGNEE, AND ALL ENTRANTS, AS A CONDITION OF ENTRY INTO THE CONTEST, AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE CONTEST PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, OR ACTIONS OF ANY KIND WHATSOEVER FOR INTELLECTUAL PROPERTY INFRINGEMENT, INJURIES, DAMAGES, OR LOSSES OF ANY KIND TO PERSONS OR PROPERTY, WHICH ARE OR MAY BE SUSTAINED:**
 - a. **IN CONNECTION WITH THE CONDUCT, PROMOTION, OR OUTCOME OF THE CONTEST;**
 - b. **IN CONNECTION WITH THE RECEIPT, OWNERSHIP, USE, OR MISUSE OF ANY PRIZE;**
 - c. **DUE TO ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE RULES, OR THE ANNOUNCEMENT OR OFFERING OF THE PRIZE;**
 - d. **WHILE PREPARING FOR, PARTICIPATING IN, OR TRAVELING TO AND/OR FROM ANY PRIZE-RELATED ACTIVITY.**

UNDER NO CIRCUMSTANCES WILL THE CONTEST PARTIES BE LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
8. Contest Parties are not responsible for:
 - a. technical, hardware, software, or platform malfunctions or other errors;
 - b. telephone failures of any kind;
 - c. lost or unavailable network connections;
 - d. failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Contest;
 - e. incorrect or inaccurate Entry information; or
 - f. late, lost, misdirected or incomplete Entries.
9. Sponsor reserves the right, in its sole and absolute discretion, to cancel or suspend the Contest or any portion thereof should a virus, bug, technical failure, malicious tampering, unauthorized intervention or other cause beyond the control of Sponsor corrupt the administration, proper playing, or proper completion of the Contest. In the event of cancellation, Sponsor will award the Prize in accordance with the Selection Procedures section below.
10. Sponsor reserves the right, in its sole and absolute discretion, to disqualify anyone found to be tampering with the Entry process or the operation of the Contest or Contest Website, or to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person.
11. Sponsor may modify and amend these Rules as they appear in print or online from time to time during the Contest Period for clarification purposes. Sponsor is not responsible for any typographical or printing errors in the advertising of the Prize included in the Contest or these Rules, the Contest Website, or other promotional materials.

12. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of the Entrants and Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard for its conflicts of laws doctrine. All legal proceedings related to this Contest shall take place in Little Rock, Arkansas.

H. Selection Procedures:

On or before the Determination Date, the Entrants who submitted Qualifying Entries, and who are one of the five (5) Entrants that raised the most funds during the Contest Period, will become a Prize Winner. If a Prize Winner is disqualified for any reason, Sponsor may select other Prize Winners by moving on to the Entrants that raised the 6th most funds, the 7th most funds, and so on—until five (5) Prize Winners total are selected. Once a Prize Winner is determined by Sponsor, that Prize Winner must select an adult employed as one of Prize Winner’s teachers, and qualified under these Rules, to receive the Prize (the “Prize Winner Designee”); with the understanding that Sponsor may accept or reject such Prize Winner Designee in Sponsor’s discretion. Any decision or determination that may be made by Sponsor under these Rules, or in connection with this Contest, may shall be made in Sponsor’s **sole and absolute discretion**. By participating in this Contest, Entrants agree that the selection decisions of Sponsor shall be final and binding in all respects.

I. Data Collection:

Sponsor will be collecting personal data about Entrants when they enter the Contest, and about Prize Winner and Prize Winner Designee once selected. Please review Sponsor’s Privacy Policy at www.heifer.org. By participating in the Contest, Entrants agree to all of the terms and conditions of Sponsor’s Privacy Policy. If you do not wish to receive future contest mailings from Sponsor, please send a written request to Heifer International, c/o Contests, Heifer International, 1 World Avenue, Little Rock, AR 72202, with your name, physical address and email address.

J. Winner List:

For a list of the Prize Winner, visit <http://www.heifer.org/contest>, call 1-800-696-1918, or send a self-addressed, stamped envelope to: Heifer International, 1 World Avenue, Little Rock, AR 72202. Requests must be received by the Winner List Cut-Off Date.

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