

## **NRPA Meet Me at the Park Contest Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Message and data rates may apply.** Text **STOP** to 35350 to opt out and to discontinue further participation in the Sweepstakes. Text **HELP** to 35350 for information. If you enter via text messaging, you will receive four (4) text messages in response to your entry from an automated system. Consent is not required to buy goods and services. Participation in the Promotion is subject to the Sponsor's Privacy Policy, <http://www.nrpa.org/About-National-Recreation-and-Park-Association/the-fine-print/>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. You may not be able to participate by text messages through all wireless carriers.

**1. Eligibility:** NRPA Meet Me at the Park Contest (the "Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of National Recreation and Park Association, HelloWorld, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. The Promotion consists of a sweepstakes (the "Sweepstakes") and a contest (the "Contest").

**2. Sponsor:** National Recreation and Park Association, 22377 Belmont Ridge Road Ashburn, VA 20148. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Agreement to Official Rules:** By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Promotion begins on April 1, 2017 at 12:00 a.m. Eastern Time ("ET") and ends on April 30, 2017 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

**5. How to Enter:** During the Promotion Period, visit [meetmeatthepark.org](http://meetmeatthepark.org) (the "Website") and follow the links and instructions to register for the Promotion. Then enter the Contest and Sweepstakes, as outlined below.

### **a. Vote for Designated City Parks:**

i. Online: Follow the links and instructions outlined on the Website to vote for one (1) of the provided parks (each a "Voting Park") that is your favorite from each of the fifteen (15) designated cities (each a "Designated City"). You will receive one (1) Sweepstakes entry into the Voter Prize drawing for each vote you cast. You can vote for one (1) park per Designated City for a total of fifteen (15) votes per day during the Promotion Period to receive up to fifteen (15) Sweepstakes entries per day during the Promotion Period.

ii. Text Message: Using a two-way text-messaging capable device ("Device"), text the keyword associated with one (1) of the provided parks (each a "Voting Park") that is your favorite from each of the fifteen (15) designated cities (each a "Designated City") to 35350. You will receive one (1) Sweepstakes entry into the Voter Prize drawing for each vote you cast via text message. You can vote for one (1) park per Designated City for a total of fifteen (15) votes per day during

the Promotion Period to receive up to fifteen (15) Sweepstakes entries per day during the Promotion Period. **Message and data rates may apply.** Text **STOP** to 35350 to opt out and to discontinue further participation in the Promotion. Text **HELP** for information. Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com). For each vote you cast via text message, you will receive four (4) text messages in response to your entry from an automated system. Participating carriers include: Alltel, Boost Mobile, Cellular One, AT&T, Nextel, Sprint PCS, T-Mobile, US Cellular, Verizon and Virgin Mobile. Consent is not required to buy goods and services. Participation in the Promotion is subject to the Sponsor's Privacy Policy, <http://www.nrpa.org/About-National-Recreation-and-Park-Association/the-fine-print>. To view Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>.

Limit: You can vote for one (1) park per Designated City for a total of fifteen (15) votes per day during the Promotion Period to receive up to fifteen (15) Sweepstakes entries per day during the Promotion Period by any method or combination of methods of entry.

**b. Nominate a City Online:** Follow the links and instructions outlined on the Website to nominate one (1) city within the fifty (50) United States and the District of Columbia of your choice (each a "Nominated City"). You may not nominate any of the fifteen (15) Designated Cities. You will receive one (1) Sweepstakes entry into the Voter Prize drawing for each nomination you cast. You can nominate one (1) city anywhere in the U.S. per day during the Promotion Period to receive one (1) Sweepstakes entry per day during the Promotion Period.

Multiple entrants/voters are not permitted to share the same email address. Any attempt by any voter to obtain more than the stated number of entries/votes by using multiple/different email addresses, Devices, identities, registrations and logins, or any other methods will void that entrant's entries/voter's votes and that entrant/voter may be disqualified. Use of any automated program to enter/vote will result in disqualification.

Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address or the text-messaging capable device used to enter will be deemed to be the entrant. The "authorized account holder" of an email address, is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Otherwise, the "authorized account holder" of a Device is the natural person in whose name the Device has been issued and the services are billed. Potential winner may be required to show proof of being the authorized account holder. If prompted to provide personal data of a friend, including email address, you must have consent of your friend to do so.

**6. Winner Determination:** Winners will be determined via the processes set forth below.

**a. Sweepstakes:** Sponsor's decisions as to the administration and operation of the Sweepstakes and selection of potential Sweepstakes winner is final and binding in all matters related to the Sweepstakes. Voter Prize: Administrator will randomly select the potential Sweepstakes winner from all eligible entries on or around May 1, 2017. The potential winner will be notified by email, text message, or phone after the date of random drawing. Any potential winner who entered via text messaging will be notified by phone and/or text message at the number of the Device used to enter the Sweepstakes. Potential winners who entered via text messaging must visit the provided URL within seventy-two (72) hours of receiving the win notification text message to complete an online prize fulfillment form.

**b. Contest:** Voting Park Prize: At the conclusion of the Promotion Period, the Voting Park from each of the 15 Designated Cities that receives the highest number of votes will be a potential Contest Grand Prize winner. In its sole discretion, Sponsor reserves the right to select an alternate Contest Grand Prize winner should the voting appear to have been tampered with or manipulated in any way. In case of a tie, a committee decision with the committee made up of Sponsor and representatives of the park and recreation agency, in its sole discretion, experiencing the tie will select the potential winner based on the most deserving park. Each potential Voting Park winner will be notified May 2, 2017 and must confirm participation by May 5, 2017.

Nominated City Prize: The city that receives the highest number of nominations will be the potential Nominated City Prize winner. In its sole discretion, Sponsor reserves the right to select an alternate Nominated City Prize winner should the nomination process appear to have been tampered with or manipulated in any way. In case of a tie, a committee decision with the committee made up of Sponsor and representatives of the cities' park and recreation agencies, in its sole discretion, experiencing the tie will select the potential winner based on the most deserving city. The potential Nominated City Prize winner will be notified May 2, 2017 and must confirm participation by May 8, 2017. The winning Nominated City must use the \$20,000 grant for a park project that promotes healthy living, increases youth's access to sports and/or connects youth to nature. The park municipality of the winning Nominated City, in its sole discretion, will determine which park within the city will receive the prize by May 8, 2017.

**7. Winner Requirements:** All potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. If a potential winner cannot be contacted, fails to provide any other requested information (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. If a potential Voting Park winner is disqualified for any reason, an alternate winner will be determined by the Voting Park with the next highest number of votes. If the potential Nominated City winner is disqualified for any reason, an alternate winner will be determined by the Nominated City with the next highest number of nominations. If after three (3) attempts a winner is not confirmed, the applicable prize will remain un-awarded. In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify the park and entrant's agreement and consent that Sponsor may use the winner's name, city, state, likeness, photo and/or prize information in connection with the Promotion, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. Prizes will be fulfilled 8-10 weeks after end of Promotion.

## **8. Prizes:**

**a. Sweepstakes:** ONE (1) VOTER PRIZE: A tablet and case. Approximate Retail Value ("ARV"): \$460. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

**b. Contest:** FIFTEEN (15) CONTEST VOTING PARK GRAND PRIZES (one (1) per Designated City): A \$20,000 Grant to the winning Park. ARV: \$20,000.

ONE (1) NOMINATED CITY PRIZE: A \$20,000 Grant to the Nominated City. ARV: \$20,000. Odds of winning the prize depend on the number of eligible entries/nominations received during the Promotion Period.

For all prizes: Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per park. TOTAL ARV FOR ALL PRIZES: \$320,460.

**9. Release:** By receipt of any prize, the applicable winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions

set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan

**13. Entrant's Personal Information:** Information collected from entrant is subject to HelloWorld, Inc.'s Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.nrpa.org/About-National-Recreation-and-Park-Association/the-fine-print/>.

**14. Winner List:** For a winner list, visit <http://bit.ly/2jRzR56>. The winner list will be posted after winners are confirmed.

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