

Member Referral Challenge Sweepstakes – Spring 2019  
OFFICIAL RULES

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. SWEEPSTAKES PERIOD:** IFT Membership Referral Challenge Sweepstakes (the “Sweepstakes”) begins on October 1, 2018 at 12:00 AM Central Time (“CT”) and ends on January 20, 2019 at 5:00 PM CT (the “Sweepstakes Period”). Sponsor’s computer is the official clock for the Sweepstakes. This promotional sweepstakes is sponsored by IFT.

**2. ELIGIBILITY:** This promotion is a referral program through which members of IFT who refer new members will be entered to win a 12-month IFT membership or an IFT19 prize package. Employees of IFT and its related organizations and their immediate family or household members are not eligible to enter or win. Entrants must be legal residents of the United States and be over the age of 18. IFT reserves the right to disqualify participants who violate these Official Rules or interfere with this Sweepstakes in any manner.

**3. HOW TO ENTER:**

METHOD OF ENTRY: NO PURCHASE NECESSARY TO ENTER OR WIN. Entrants will be entered each time a new member includes the referrer’s name on the new member’s membership application and with an accompanying payment of membership dues. Eligible individuals may enter the sweepstakes simply by filling out a postcard with his/her name, IFT Member ID number, and address and indicate the sweepstakes they are entering and mailing it to the Institute of Food Technologists, c/o Susan Andronowitz, 525 W. Van Buren, Chicago IL 60607. New membership applications or postcards must be received by IFT by 11:59 PM CT on Sunday, January 20, 2019.

LIMITS: Entries generated by script, macro, robotic or by any other automatic or mechanical means are void. All entries become the property of Sponsor and will not be acknowledged or returned.

ENTRANT DATA AND PRIVACY: Submission of the registration form and prize notification documents (“Entrant Data”) constitutes your consent for IFT to obtain, use, and transfer your name, address and other details for Sweepstakes administration purposes. Any Entrant Data shall be used only in a manner consistent with the consent given by entrants at the time of entry, with these Official Rules, and with IFT’s Online Privacy Policy, which can be found at: <http://www.ift.org/about-us/privacy-policy>. It is the general policy of Sponsor not to share personally identifiable information with third parties.

OPT-OUT: For those who have elected to receive emails from Sponsor and no longer wish to receive any further emails from Sponsor, please send an email to IFT Central at the following address with the word REMOVE in the subject line: [info@ift.org](mailto:info@ift.org).

**4. PRIZES, PRIZE DRAWING, AND ODDS OF WINNING:**

PRIZE DRAWING: Prize Drawing will be conducted by Sponsor. There will be one (1) individual random Prize Drawings from all eligible entries.

Prize drawings for 12-month IFT Premier Memberships will occur during the Sweepstakes Period on by the 5<sup>th</sup> business day of the month in the months of November, December, and January for the month prior (October, November, December), and on or about January 25, 2019 for the month of January.

Prize drawing for the IFT19 prize package will be conducted on or about January 25, 2019. Odds of winning depend on number of eligible entries received. Non-winning entries will not carry forward to or be included in subsequent sweepstakes or prize drawings of Sponsor.

PRIZE DETAILS: Total of five (5) prizes. One (1) 12-month IFT Premier Membership (valued at \$209, plus home section dues) will be awarded at random each month.

The winner of the IFT19 prize package will receive one (1) IFT19 All Access Pass, reimbursement on airfare to New Orleans (up to \$500), 4 complimentary nights of hotel stay at a conference hotel (to be chosen by IFT), and roundtrip ground transportation to and from the hotel/airport. All Prizes will be awarded, provided more than enough entries have been received. Sponsor will not replace any lost or stolen prize element. Prize will be awarded in the name of the Winners and are not transferrable. All federal, state and local taxes and any other costs associated with acceptance or use of a prize are the sole responsibility of the Winner. Decisions of the Sponsor and Administrator are final in all respects of the Sweepstakes. The total ARV of all prizes available to be won is \$2,141-\$2,541 (varies

based on hotel rates). All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

**PRIZE AWARDING:** Limit: One (1) Prize per person or household. Only the published number of Prizes stated in these Official Rules will be awarded. No transfers, cash awards, or prize substitutions are permitted, except by Sponsor. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Prize winners will be required to provide a valid shipping address, as applicable, and may be required to sign an affidavit of eligibility, liability release and where legal, a publicity release (collectively, the "Affidavit"), and return same, properly executed, within seven (7) days of issuance of notification. Prize winner of the IFT19 prize package will be reimbursed up to a total of up to \$500 for all eligible airfare incurred with attending IFT19. Lodging expenses will be paid by IFT for the nights of Sunday, June 2, Monday, June 3, Tuesday, June 4, and Wednesday, June 5 OR Saturday, June 1, Sunday, June 2, Monday, June 3, and Tuesday, June 4. Roundtrip transportation to and from the airport to hotel will be paid by IFT. Food and beverage expenses, transportation, and other onsite incidental expenses do not qualify for reimbursement. Winners must provide airfare receipts no later than Monday, July 1, 2019. If a potential winner cannot be contacted after a reasonable number of attempts; is ineligible according to these Official Rules; fails to provide the required information and/or return the required documents within the specified time period; if a prize or prize notification is returned as undeliverable; a potential winner decide to decline his/her prize for any reason whatsoever, or if potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit his/her prize and the prize may be awarded to an alternate winner from among all remaining eligible entries received, in the Sponsor's sole discretion. Upon disqualification, no compensation will be given. Once the required information and official paperwork are received within the specified time period, verified, and receive final approval by Sweepstakes Entities, then and only then will a potential Sweepstakes winner become an actual winner.

**5. CONDITIONS OF ENTRY:** Proof of transmission of an online registration form (such as a copy of the message in a "sent" or similar folder or a "thank you" screen or message) does not constitute proof of actual receipt by Sponsor of an entry for purposes of this Sweepstakes. Sweepstakes Entities are not responsible for incorrect or inaccurate transcription of entry information, or for any human or printing error in these rules or any promotional materials, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes, or for late, lost, stolen, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right to void any entries at issue and/or to suspend, modify or cancel, or terminate this Sweepstakes, in whole or in part, at any time without notice and award the prizes in a random drawing from among all non-suspect eligible entries received as of the termination date. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder of the email address from which the entry is made. The authorized account holder is deemed as the natural person assigned to an email address by an Internet access provider, service provider, or other organization responsible for assigning email addresses or the domain associated with the submitted email address. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, Sponsor has the right, in its sole discretion, to terminate the Sweepstakes. Caution: Any attempt by a participant or any other individual to deliberately damage any wireless or online service or website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law.

**6. GENERAL CONDITIONS:** By accepting a prize, winner consents to the use of his/her name, form responses, biographical information, including city and state of residence, for promotional purposes by Sponsor, and its designees, including but not limited to the posting of winner's name on the Sponsor website, in a Winners List, without additional compensation, except where prohibited by law ("Promotions"). All copyright, trademark or other intellectual property rights in such Promotions shall be owned by Sponsor or its licensors and winning participants hereby disclaim and waive any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and winning recipients hereby waive any claim of control over the Promotions content as well as any possible claims of misuse of winning recipient's name under contract, tort or any other theory of law. Entrants indemnify, release and hold harmless Sweepstakes Entities from losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession of the prize resulting from participating in this Sweepstakes. Entrant acknowledges and agrees that Sponsor has not arranged for nor carries any insurance of any kind for the benefit of Entrant or that of Entrant's heirs, executors and administrators relative to Entrant's use of the prize awarded to

Entrant; and that Entrant is solely responsible for obtaining and paying for any life, accident, automobile, property or other insurance relative to the prize awarded to Entrant. Entrant hereby acknowledges that Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize provider that may be sent along with a prize.

**7. DISPUTES:** This Sweepstakes is conducted in English. Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with this promotion, shall be governed by, and construed in accordance with, the laws of Illinois, without giving effect to any choice of law or conflict of law rules (whether of Illinois, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in Illinois.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**8. SPONSOR:** Institute of Food Technologists (IFT), 525 W. Van Buren, Suite 1000, Chicago, IL 60607.

**9. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.