

# The Greater Heart of Washoe County School District

## OFFICIAL RULES, TERMS AND CONDITIONS

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THIS PROMOTION AND A PURCHASE WILL NOT INCREASE YOUR CHANCES OF SELECTION. VOID WHERE PROHIBITED BY LAW.**

**Sponsor Information:** The Greater Heart of Washoe County School District Promotion (the "Promotion") is Sponsored by Greater Nevada Credit Union (GNCU) ("Sponsor"), PO Box 2128, Carson City, NV 89702.

**Acceptance of the Official Rules:** Please read the following Official Rules carefully. If you do not agree to the Official Rules, do not participate in this Promotion. By participating in the Promotion, each Nominator (defined below) and Winner (defined below) unconditionally accepts and agrees to comply with and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to this Promotion.

**Eligibility:** The Promotion is open to legal residents of Nevada who are eighteen (18) years of age or older at the time of entry. Nominators (defined below) and Nominees (defined below) must be an employee of Washoe County School District. Employees, officers, and directors of Sponsor, including their immediate families, may not enter or participate. Immediate family members are defined as a parent, spouse, sibling, child or anyone sharing the same residence as the applicable employee, officer or director. Employees, officers, and directors of Sponsor's affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Promotion are also not eligible to participate in the Promotion. By participating, Nominators and Winners (defined below) agree to be bound by these Official Rules, as may be modified or amended by the Sponsor, and the decisions of the Sponsor, which are final and binding.

**How to Nominate:** The Promotion begins at 8:00 a.m. Pacific Daylight Time ("PDT") on April 15, 2024 and ends at 5:00 p.m. PDT on May 1, 2024 (the "Nomination Period"). During the Nomination Period, any eligible person may nominate (a "Nominator") another eligible person (a "Nominee") to be a winner for that Nomination Period. Nominations must be submitted by visiting [www.gncu.org/WCSD](http://www.gncu.org/WCSD) and completing the online nomination form. The Nominator must provide all the required information requested in the online nomination form, including the Nominee's telephone number and email address and how this nominee exemplifies being the Greater Heart of Washoe County School District. A Nominator may submit multiple nominations during a Nomination Period but may only submit one nomination per Nominee.

Sponsor reserves the right to disqualify nominations that contain offensive or inappropriate material which are deemed by Sponsor to be unsuitable, or which Sponsor believes would subject it to a claim or litigation. All nomination information becomes the property of Sponsor and will not be returned. Incomplete nominations will be disqualified. Sponsor has no obligation to preserve or return any nominations. By entering this Promotion, Nominators give their express permission to be contacted by Sponsor by telephone, email, overnight delivery and/or postal mail for any purpose.

**Selection of Winners and Odds:** At the end of the Nomination Period, Sponsor will review the nominations submitted by eligible Nominators during the Nomination Period and will select, in its sole and absolute discretion, between one and five of the eligible Nominees. Subject to verification and compliance with these Official Rules, the selected Nominees will become the winners (each, a "Winner").

Sponsor shall have sole judgment and control over every aspect of the Promotion and Sponsor's decisions on all matters related to the Promotion shall be final and binding in all respects. Sponsor's decisions on all matters related to the Promotion shall not be subject to challenge or appeal and such decisions shall not be subject to any limitation whatsoever, except for any limitations imposed by law. Sponsor reserves the right to establish and modify, in its sole judgment and at any time, the procedures and/or standards it will utilize for selecting a Winner. If sufficient nominations are not received during a Nomination Period, Sponsor may, in its sole and absolute discretion, decline to select a Winner for that Nomination Period. Because the number of eligible Nominees is unknown and the Sponsor has the sole and absolute discretion to select a Winner, the odds of a Nominee becoming a Winner are not reasonably calculable.

**Notification of Winners:** Sponsor will notify the selected Nominee(s) by telephone and/or email using the Nominee(s)'s telephone number and email address as provided by the Nominator (the "Notification"). In the event that any selected Nominee does not respond to the Notification within 48 hours of being contacted by Sponsor, declines to participate in the Promotion any reason, or is determined by Sponsor to be ineligible to participate in the Promotion for any reason, a disqualification will result and the Sponsor may, in its sole and absolute discretion, select an alternative Nominee from among the other nominations submitted during the Nomination Period.

Each selected Nominee may be required to submit his/her valid social security number and/or other identification to Sponsor and may be required to execute a Declaration of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within two (2) days of the date of issuance. If a selected Nominee declines to return the required documents a disqualification will result and the Sponsor may, in its sole and absolute discretion, select an alternative Nominee from among the other nominations submitted during the Nomination Period. Once the Sponsor verifies each selected Nominee's eligibility and identity, and after the selected Nominee returns any required documents to Sponsor, the selected Nominee will be deemed a Winner.

**Donation & Prize:** Sponsor shall make a \$500 donation to the qualifying Washoe County School District school or classroom chosen by each Winner (the "Donation"). To qualify to receive the Donation, the recipient must not create a conflict of interest for Sponsor.

Sponsor may, in its sole and absolute discretion, decline to provide the Donation to a Winner's selected WCSD school or classroom and require that Winner to select an alternate qualifying school or classroom. No substitutions or transfers of the Donation is allowed, except at Sponsor's sole and absolute discretion. Winners are solely responsible for any costs to participate in this Promotion not specifically provided for in these Official Rules.

Winners will also receive two tickets to attend a Reno Ace's home game during the 2024 regular season at Sponsor's suite at the Greater Nevada Field (a "Prize"). The approximate retail value of a Prize is \$350. The specific Reno Ace's home game will be selected by Sponsor in its sole and absolute discretion. Sponsor will send the Prize to the Winner(s) via through email or mail. Prizes must be accepted as award. Prizes are not transferable and not redeemable for cash except at the sole discretion of Sponsor. Prizes are subject to change without notice at Sponsor's discretion, but will be substituted with a prize of equal or greater approximate retail value. Prizes are awarded "as is" with no warranty or guarantee by Sponsor. Additional costs or gratuities required to use the Prizes are the sole responsibility of the Winners. Each winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the other MLB Entities reserves the right to remove or to deny entry to any Winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Reno Aces game/event/exhibition. Prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket.

**Taxes:** ANY FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Sponsor may require Winner to complete a Form W-9, if applicable.

**Release:** By participating in the Promotion, each Nominator and Winner agrees to (a) be bound by these Official Rules, including all entry requirements, and (b) waive any and all claims against Sponsor and its respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Promotion, and all of its respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Promotion.

BY PARTICIPATING IN THIS PROMOTION, NOMINATORS AND WINNERS EXPRESSLY RELEASE AND WAIVE CERTAIN RIGHTS. NOMINATORS AND WINNERS ACKNOWLEDGE AND REPRESENT THAT THEY HAVE READ AND

UNDERSTAND THESE RULES AND HAVE THE FULL RIGHT, AUTHORITY AND CAPACITY TO ENTER AND DO SO VOLUNTARILY.

**Limitations:** Any violation of these Official Rules (as determined by and at Sponsor's sole discretion) will result in a Nominator or Nominee's disqualification from this Promotion.

Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Promotion-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Donation or in any Promotion-related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to Nominators' or to any other person's computer and/or wireless device related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website or attempt to undermine the legitimate operation of the Promotion by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other Promotion participant or any representative of Sponsor who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Promotion is unlawful and subject to legal action by Sponsor and/or its respective agents. Sponsor shall have the sole right to disqualify any Nominator or Nominee for violation of these Official Rules or any applicable laws relating to the Promotion, and to resolve all disputes in its sole discretion. Sponsor (a) makes no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), and (b) disclaims any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserve the right, in its sole discretion, to cancel or suspend the Promotion (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Promotion

(or any portion thereof). Sponsor reserve the right, in its sole discretion, to modify these Official Rules.

**Conduct and Abuse:** You agree to use the [www.gncu.org/wcsd](http://www.gncu.org/wcsd) only for lawful purposes and to behave in a fair and sportsmanlike manner. Unacceptable uses and behavior that is deemed unacceptable include, without limitation: (i) engaging in any illegal activity or the planning of any illegal activity; (ii) disseminating or transmitting statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) creating, disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property rights of any person; (iv) creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication; (v) purposely entering faulty, misleading, incorrect, or incomplete information; (vi) interfering, disrupting or attempting to gain unauthorized access to the [www.gncu.org/wcsd](http://www.gncu.org/wcsd) or any other computer network; (vii) committing, or attempting to commit fraud, especially through the use of mechanisms, software, or any script in association with the [www.gncu.org/wcsd](http://www.gncu.org/wcsd) that is intended to interrupt the functioning of the [www.gncu.org/wcsd](http://www.gncu.org/wcsd); (viii) harassing Sponsor, Nominators, Nominees, or Winners; (ix) disseminating or transmitting viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program; (x) causing any breach of the security of the [www.gncu.org/wcsd](http://www.gncu.org/wcsd); (xi) breaching any of these Official Rules; or (xii) engaging in any other activity deemed by Sponsor to be in conflict with the spirit or intent of the Contest or [www.gncu.org/wcsd](http://www.gncu.org/wcsd).

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY PERSON RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR AND/OR ITS RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**Publicity:** Except where prohibited by law, participation in the Promotion and/or the acceptance of any Donation or Prize, constitutes consent for Sponsor's use of a Nominator or Winner's name, likeness, photograph, voice, opinions, biographical information, prize information, hometown, and state for promotional purposes in any media without further payment or consideration (including, but not limited to, public dissemination or on the Sponsor's Facebook, Twitter, or Instagram accounts). Winners' names will be made publicly available by the Sponsor, such as through the [www.gncu.org/wcsd](http://www.gncu.org/wcsd), newspaper advertisements, and other methods of distribution, and used for promotional or marketing purposes. NOMINATORS AND WINNERS AUTHORIZE THE RELEASED PARTIES TO USE THEIR NAME, VOICE, LIKENESS, BIOGRAPHICAL DATA, CITY AND STATE OF RESIDENCE AND ENTRY MATERIALS IN PROGRAMMING OR PROMOTIONAL MATERIAL, WORLDWIDE IN PERPETUITY, OR ON A WINNER'S LIST, IF APPLICABLE, WITHOUT FURTHER COMPENSATION UNLESS PROHIBITED BY LAW. Sponsor is not obligated to use any of the above-

mentioned information or materials, but may do so and may edit such information or materials, in Sponsor's sole discretion, without further obligation, notice or compensation.

**Change of Address Policy:** It is the sole responsibility of the Nominator to notify Sponsor if his or her contact information changes or if the contact information of their Nominee changes.

**Disputes:** Except where prohibited, each Nominator and Winner agrees that: (i) all issues and questions concerning these Official Rules shall be governed exclusively by Nevada law without giving effect to any principles of conflicts of law of any jurisdiction; (ii) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Promotion or any Prize awarded (excluding air travel) shall be (A) resolved individually, without resort to any form of class action; and, (B) filed only in the state or federal courts situated in Washoe County, Nevada, and Nominator and Winner hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and, (iv) under no circumstances will any Nominator or Winner be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**Severability:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**Who Won:** The names of the Winners will be available at [www.gncu.org/wcsd](http://www.gncu.org/wcsd) until June 1, 2024.

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