

Terms and Conditions

- 1. Eligibility:** The Outstanding Teacher Contest is open to legal residents of Tennessee. Employees, officers, directors, agents, and representatives of our law firm (“Administrator”), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising & promotion agencies (hereafter collectively, the “Released Parties”), and each such individual’s immediate family members (mother, father, sister, brother, child, husband, wife, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void outside Tennessee and where prohibited by law. All applicable federal, state, and local laws apply. Must be at least 18 years old to be eligible to win.
- 2. Promotion Period:** Entries for nominations will be accepted starting on 4/3/2023 up until 12:00 p.m. CT on 4/21/2023. Entries for votes will be accepted starting on 4/3/2023 up until 12:00 p.m. CT on 4/28/2023 (“Promotion Period”).
- 3. How to Enter:** During the Promotion Period, enter by:
Online: Visit <https://www.poncelaw.com/teacher/>
 - and follow the instructions provided to complete and submit the registration form to submit one (1) entry.
 - Entries must be received by 12:00 p.m. CT on April 28 to be eligible. For the purposes of this giveaway, a day is understood to begin at 12:00:00 AM and end at 11:59:59 PM that same day. Limit one (1) entry per person. Released Parties are not responsible for incomplete, late, garbled, lost, illegible, delayed, misdirected, or stolen entries, purchases, or text messages, failures or malfunctions of phones (including wireless phones/handsets), phone lines, cellular equipment towers, telephone systems, lost entries, text messages, or transmissions, interrupted or unavailable network, server, wireless service provider, or other connections, miscommunications, failed computer hardware or software or technical failures, garbled, misrouted, scrambled transmissions, printing, typographical, or other errors in these Official Rules, in any giveaway-related advertisements, or other materials, or other errors or problems of any kind whether computer, network, cellular, human, electronic, or otherwise relating to or in connection with this giveaway, including, without limitation, any errors or problems which may occur in connection with the administration of the giveaway, the processing of entries or text messages, or in the announcement of the prize. The use of automated or similar devices, including but not limited to entries submitted using any bot, macro, script, or giveaway service (or any other devices intended to automate any aspect of entry) to enter this giveaway is prohibited and any entries made through such means are void. Mechanically reproduced entries are void. Released Parties are not responsible for any injury or damage to entrant’s or any other person’s wireless phone/handset/computer/device related to or resulting from participation in this giveaway. Entrants to the giveaway will be given the option to receive commercial e-mails from our firm; however, eligibility to participate in the

giveaway is not dependent upon entrant's consent to receive such e-mails and consenting to receive such e-mails does not impact entrant's chances of winning. By entering this giveaway, entrants give their express permission to be contacted by Sponsor by telephone and/or e-mail for giveaway purposes.

4. **Winner Selection/Odds:** Winners will be selected on May 2, 2023, from all eligible entries received by Sponsor. Ten (10) winning teachers will be selected based on the number of votes received. One (1) winning voter or nominator will be selected at random. Potential winners will be notified by e-mail and/or telephone number on or before May 4, 2023. In the event of a dispute as to the identity of any entrant, entrant will be deemed as follows: Online: Entrant will be deemed the person named on the applicable entry form. Proof (to Sponsor's satisfaction) of being the primary account holder may be required by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrants' e-mail accounts to receive e-mail messages. The Released Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Five (5) winning teachers will each receive \$500, five (5) winning teachers will each receive \$100, and the school receiving the most votes for its nominated teachers will receive \$1,000.
5. **Miscellaneous:** No transfer, assignment, cash redemption, or substitution of prize (or portion thereof) except by Sponsor, who reserves the right to substitute a prize(s) with one of comparable or greater value (except as otherwise provided above), at its sole discretion. Winners will be required to execute and return an Affidavit of Eligibility, Liability Release, and (where legal) Publicity Release and any other documents required by Sponsor within five (5) days of date of notification. Non-compliance with the foregoing, with these Official Rules, or return of prize notification as non-deliverable may result in disqualification and, at Sponsor's discretion and time permitting, awarding of prize to an alternate winner. Entrants agree, by entering, that 1) Sponsor and its designees may use (unless prohibited by law), entrant's name, city and state of residence, photograph, any recording (voice, film, or video), and/or likeness for advertising, trade, and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission, or notification; 2) Sponsor reserves the right to conduct a background check and entry in the giveaway constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any entrant based on the results of the background check or failure of the entrant to properly authorize such check; and 3) the Released Parties shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury, or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use, or misuse of the prize and any travel or travel-related activity thereto or participation in this giveaway. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Sweepstakes (or portion thereof) for any reason,

including should virus, bugs, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness, or proper play of the giveaway and, in the case of termination, at its discretion, select the winner from eligible non-suspect entries received prior to the event that required such termination. CAUTION: Any attempt to deliberately damage the website or undermine the legitimate operation of this giveaway is a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

6. **Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that 1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (“AAA”) and held at the AAA regional office nearest the entrant; 2) the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings at such arbitration; and 3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s actual out-of-pocket expenses (e.g., costs associated with participating in this giveaway), and entrant further waives all rights to have damages multiplied or increased.
7. **Choice of Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the giveaway, shall be governed by, and construed in accordance with, the substantive laws of Tennessee.
8. **Sponsor:** Ponce Law