

# Prize Promotion Rules, Terms and Conditions (“Terms”)

Updated May 31, 2024

## 1. PROMOTION DESCRIPTION.

In connection with ASCM’s efforts to improve member participation in its supply chain industry focused programs and related activities, ASCM is conducting this online prize promotion sweepstakes (“Promotion”) to incentivize participation in its 2024 ASCM CONNECT: North America Conference (“Conference”). The Promotion, which begins on June 1, 2024, at 8:00:00 AM CDT and ends on August 23, 2024, at 11:59:59 PM CDT (“Promotion Period”) includes one random prize drawing on August 30, 2024 for qualified online entries (“Drawing”) as detailed below, and is subject to these Prize Promotion Rules, Terms, and Conditions (“Rules”).

## 2. ELIGIBILITY.

Open to legal residents of the fifty (50) United States and District of Columbia who: (a) are 18 years of age or older at time of entry and (b) qualify for entry in accordance with Section 4 of these Terms. ASCM will verify that all activities required to enter the promotion are completed to be eligible for the drawing. Void where prohibited. The Promotion is not open to employees of ASCM, its affiliates, subsidiaries, and agencies, or members of their immediate family or persons living in the same household, Sponsors and Exhibitors of the Conference, and other participating partners in the Promotion, including employees or contractors, or immediate family members of Conference Direct.

## 3. SPONSOR.

The Promotion is being sponsored by Association for Supply Chain Management, Inc. dba APICS, ASCM (“Sponsor” or “ASCM”), an Indiana nonprofit corporation, with a principal place of business at 1 East Erie Street, Suite 525-4021, Chicago, IL 60611.

## 4. HOW TO ENTER.

ONLINE ENTRY ONLY. Entrants shall do any of the following to participate in the Promotion:

- (a) Group Registration. Prior to or during the Promotion Period, visit [connect.ascm.org](https://connect.ascm.org) and register more than one (1) attendee to attend the Conference. You **must** completely fill out and submit one registration form and payment for multiple Conference attendees (“Group Registration”) during the Promotion Period to enter. Each attendee registered via the Group Registration will be granted one (1) entry in the Drawing. Incomplete entries will not qualify to be entered into the Promotion.
- (b) Individual Registration. Prior to or during the Promotion Period, register to attend the Conference. You **must** completely fill out and submit a registration form and payment for Your attendance of the Conference (“Individual Registration”). You will receive a personalized referral code which You may then share with others who have not yet registered for the Conference. For each person who registers for the Conference and uses your referral code, during the Promotion Period ONLY, You will be granted one (1) entry in the Drawing. Individual registrants will NOT be entered into the drawing for their own registration. Incomplete entries will not qualify to be entered into the Promotion.

- i. **Social Media Sharing.** The initial registrant will be granted one (1) entry in the Drawing for posting on Facebook, Instagram, LinkedIn, and/or Twitter, and referencing in their post (i) ASCM Connect 2024: North America, and (ii) #revupatconnect. Limit one (1) entry.

Use of any robotic, automatic, programmed, or similar entry method or entering more than the number of times permitted will void all entries and result in disqualification. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the Rules.

## **5. WINNER SELECTION.**

The Drawing will occur on or about August 30, 2024 at 12:00 CDT. Potential winner will be selected in a random drawing from all qualified entries received. Odds of winning based on the number of entries received. Purchases do not increase the odds of winning.

Potential winner will be announced at the Conference on September 4, 2024. Potential winner must claim their Prize at the Conference subject to the terms below. If potential winner declines the Prize or is unable to attend the Conference, a new winner will be drawn until the process is complete.

A potential winner may be required to provide ASCM with government-issued identification to confirm the potential winner's identity. A potential winner may also be required to provide ASCM with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

A potential winner will not be declared a confirmed winner until it is confirmed that all rules and regulations have been complied with. You are not a winner until your prize claim is validated and you receive official written notification from ASCM. All entries become the exclusive property of ASCM and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Rules will not be entered into the Promotion. Entries made by facsimile, overnight courier, third party entry service, automated means, or in any other manner not specifically allowed under these Rules will not be entered into the Promotion.

## **6. PRIZES.**

A total of one (1) Prize will be given away as a result of this Promotion, described as follows: two (2) 3-day passes to the Formula 1 Pirelli United States Grand Prix 2024, to be held in Austin Texas, one (1) \$500.00 USD cash prize, and a two-night hotel stay (to be booked by ASCM). Prize is not transferable. No Prize substitutions.

## **7. WINNERS' LIST.**

The winners' list will be publicly available on [connect.ascm.org](https://connect.ascm.org) after winner validation has been completed.

## **8. CONDITIONS OF ENTRY.**

Acceptance of a prize through this Promotion constitutes permission for ASCM and its representatives to use winners' names and likenesses for purposes of advertising and publicity in all media worldwide without further compensation or notice, unless prohibited by

law. ASCM reserves the right to substitute prize of equal or greater value. By participating in this Promotion, entrants agree to be bound by these Rules and the decisions of the judges.

Winners assume all applicable tax liability for their prizes.

Entrants agree ASCM has the sole right to decide all matters and disputes arising from this Promotion and that a decision by ASCM is final and binding.

## **9. DISCLAIMERS.**

All applicable federal, state, and local laws apply.

Winners, by acceptance of the prize, agree to release, indemnify and hold harmless ASCM and other participating partners in the Promotion, and each of their employees, representatives, contractors, sponsors and advertisers, from any and all liability, loss, harm, injury, death, damage, costs or claims related to any allegation regarding the award of, the receipt of, or the use of their prize. ASCM is not responsible for personal injury of any Winners incurred in connection with the acceptance or use of the prize.

ASCM assumes no responsibility for lost, late, misdirected, illegible, incorrect or inaccurate entry information whether caused by, among other things, an internet problem or the individual completing the entry. ASCM reserves the right, in its sole discretion, to cancel or suspend this contest should a cause beyond the control of ASCM corrupt the administration, security or proper operation of the contest. Any attempt by an individual to deliberately undermine the legitimate operation of the contest is in violation of criminal and civil laws.

Authorized Account Holder is defined as natural person who is assigned to an e-mail address by the Internet access provider, on-line service provider or other organization that is responsible for arranging e-mail address for the domain associated with the submitted e-mail address. Rules are subject to any requirements/limitations imposed by the FCC.

## **10. DISPUTES.**

By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Cook County, Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or ASCM in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

## **11. LIMITATION OF LIABILITY.**

By entering this sweepstakes, entrants waive all right to, and hold ASCM and each of their employees, officers, directors, representatives, contractors, sponsors and advertisers, harmless from, any claim, liability, injury, death, costs, claims, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

ASCM will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or 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 used in this sweepstakes; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the Prize. If, in the administrator's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the sweepstakes, Sponsor reserves the right to request that the administrator, in its sole discretion, cancel or modify this sweepstakes in a manner deemed appropriate by the administrator. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.