



## RAFFLE RULES

### Official Back to School Raffle Rules & Regulations

These are the official rules that govern the operation of the Back to School Raffle taking place August 1 - 31, 2023. This Raffle is sponsored by Kids Quest, Inc. ("Sponsor") and is no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Pinterest or Instagram. **Void where prohibited by law or where prior registration or approval is required, including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.**

1. **Eligibility:** This Raffle is open to individuals who meet all of the following criteria:
  - a. By entering a submission in the Back to School Raffle, you affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent to participate in this Raffle and that you are fully able and competent to enter into terms, conditions, obligations, affirmations, representations and warranties set forth in these official rules.
  - b. You confirm that your Back to School submission is your own and all associated requirements were not performed by anyone else.
  - c. You are not an employee of Sponsor or any Sponsor parent, subsidiary or group company;
  - d. You are not involved in any part of the administration and execution of this Raffle.
  - e. You are not an immediate family (parent, sibling, spouse, child) or household member of:
    - i. An employee of Sponsor or a Sponsor parent, subsidiary or group company; or
    - ii. A person involved in any part of the administration and execution of this Raffle.
  - f. Each Entrant will be responsible for ensuring that their participation in, and entry into, this Raffle is valid and in compliance with their relevant local law. This Raffle is void where prohibited by law and where prior registration or approval is required including, but not limited to, Puerto Rico and other US territories or possessions.
  
2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decision of Kids Quest, Inc. as final and binding as it relates to the content and winners of this Raffle.
  
3. **Raffle Period:** Entries will be accepted in center starting Tuesday, August 1, 2023, two hours after center's opening (local time) and ending Monday, August 31, 2023 at center's closing (local time).
  
4. **How to Enter:** The Raffle must be entered by visiting one of our centers and meeting one or more of the following criteria.
  - a. Kids Quest: Kids Quest guests receive one raffle entry per child with a minimum two-hour stay. Guests that are newly enrolled or active Kids Quest Loyalty Rewards members will receive 2 raffle entries per eligible child checked in.
  - b. Cyber Quest: Cyber Quest guests receive one raffle entry for each \$25 or more Daily Quest Bonus purchase. All-Star and MVP Club Card holders will receive two raffle entries for each \$25 or more Daily Quest Bonus purchase. Legend Club Card holders will receive three raffle entries for each \$25 or more Daily Quest Bonus purchase.

The entry must fulfill all Raffle requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Kids Quest.



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You may enter as often as you like, but you must provide the information requested. If you use fraudulent methods, fraudulent information, or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Kids Quest, Inc.

5. **Prizes:** The Winner of the Back to School Raffle will receive:
  - a. **The Back to School Prize Pack -**
    - 15.7" Lightweight Foldable Backpack
    - Magnetic Locker Mirror
    - Crayola Broadline Markers 12pk
    - Crayola Long-Last Colored Pencils 24pk
    - Twist Pencil Sharpener with Eraser
    - Pencil Pouch with Mesh Window
    - Sports Water Bottle 18oz
    - Branded (KQ or CQ) Notebook with Pen
  - i. The specifics of the prize shall be solely determined by Kids Quest, Inc. No cash or other prize substitution shall be permitted except at the discretion of Kids Quest, Inc.
  - ii. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winner is permitted. Acceptance of prize constitutes permission for Kids Quest, Inc. to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winners will be selected by random drawing upon completion of the Raffle on Friday, September 1, 2023. Winners will be notified by phone call by Tuesday, September 5, 2023. Kids Quest shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.
  - a. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 business days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Raffle is conditioned upon compliance with any and all federal, state, and local laws and regulations.
  - b. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Kids Quest's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE RAFFLE AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. **Rights Granted by You:** By entering this Raffle, You understand and agree that Kids Quest, anyone acting on behalf of Kids Quest and Kids Quest licensees, partners, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Raffle, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.



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9. **Terms & Conditions:** Kids Quest reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Raffle should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Kids Quest control corrupt or affect the administration, security, fairness, or proper conduct of the Raffle. In such case, Kids Quest may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Kids Quest. Kids Quest reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts tampering with the entry process or operation of the Raffle or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws. Should such attempt be made, Kids Quest reserves the right to seek damages and remedies available to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, you agree to release and hold harmless Kids Quest and its parent company, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Back to School Raffle and/or his/her acceptance, possession, use or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. **Disputes:** THIS RAFFLE IS GOVERNED BY THE LAWS OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of the participating in this Raffle participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Raffle). Participant further waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Kids Quest website.

Sponsor: The Sponsor of the Back to School Raffle is Kids Quest, Inc.

Kids Quest, Inc. and can be contacted through the following:

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