

# The LIBOR Renaming Survey Sweepstakes

## Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED.**

**Open only to legal U.S. residents, who are (a) 18 years of age or older; (b) engaged in the real estate profession; and (c) members of LIBOR in good standing (including but not limited to having their dues fully paid) as of date of entry. All other persons are NOT eligible to enter the Sweepstakes or win a prize. See also Rule 7 below.**

**Sponsored by Long Island Board of REALTORS®, Inc., 300 Sunrise Highway, West Babylon, NY 11704 (“Sponsor” or “LIBOR”).**

**By entering, you agree to abide and be bound by these Official Rules and Sponsor’s decisions, which are final and binding.**

### **1. Sweepstakes Schedule:**

Sweepstakes begins 11/9/2021 at 12:01 a.m. Eastern Time and ends 11/23/2021 at 11:59:59 p.m. Eastern Time (“Sweepstakes Period”).

### **2. Sweepstakes Entry:**

Eligible members of LIBOR will receive an e-mail from Sponsor with a survey. Complete the survey truthfully and with your honest opinions. Submit the completed survey prior to the end of the Sweepstakes Period. You must include your e-mail in response to the last question at the end of the survey. The completed survey constitutes your entry in the Sweepstakes.

If for some reason you did not receive the e-mail with the survey from Sponsor, contact us at [afletcher@lirealtor.com](mailto:afletcher@lirealtor.com) or call 631-661-4800. If you are an eligible member of LIBOR, you will be sent the survey to your current e-mail in Sponsor’s files.

Receipt of e-mail/survey is based on Sponsor’s preliminary determination of Member’s eligibility to participate in the Sweepstakes and is not otherwise binding upon Sponsor. As per Rule 4 below, if one’s entry is selected in the random drawing, potential winner may be required to verify his/her eligibility (as well as his/her compliance with these Official Rules) in order to be awarded a prize.

The collection and use of your personal information is governed by Long Island Board of REALTORS® Privacy Policy, accessible at [www.lirealtor.com/privacy-policy](http://www.lirealtor.com/privacy-policy). It is recommended that you review the Privacy Policy before completing the survey and entering the Sweepstakes.

### **3. Restrictions on Entry:**

**Limit of one (1) entry per person. E-mail/survey is intended only for the Member to whom it was initially sent by Sponsor. Opportunity to enter the Sweepstakes is available only to such intended recipient and is not transferable.**

Should an individual (a) utilize automated, programmed or like means to enter the Sweepstakes; or (b) engage in any act intended to undermine the intended operation of the Sweepstakes, violate these Official Rules (including the aforementioned entry limit), and/or to defraud Sponsor (including attempted

entry if not the intended recipient of the e-mail/survey), his/her entry will be declared void and he/she will be disqualified from the Sweepstakes. In such case, Sponsor further reserves the right to take additional sanctions, including possible suspension and/or revocation of such individual's LIBOR membership.

While the survey must be completed in its entirety to result in entry, the content of one's survey responses will not affect his/her ability to enter the Sweepstakes or his/her odds of winning a prize in the Sweepstakes.

Proof of submission of completed survey does not constitute proof of receipt of same or proof of entry. Receipt of completed survey/entry may be acknowledged by Sponsor but any such acknowledgment is not otherwise binding upon Sponsor.

If you enter via mobile device, you will be responsible for wireless Internet access and other charges imposed by your wireless carrier. Be sure to review your wireless carrier's pricing plan BEFORE completing the survey and entering the Sweepstakes via mobile device. Wireless Internet access is not available in all areas or on all mobile devices.

Sponsor shall resolve disputes as to identity of entrant in its sole discretion.

#### **4. Winner Selection & Notification.**

The potential winners will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted by Sponsor on or about 11/26/2021.

The potential winners will be notified via e-mail and may be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful), within five (5) days of date of notification. The potential winner will forfeit the prize without compensation of any kind if (a) he/she fails to timely complete, sign and return the Affidavit of Eligibility/Release if required by Sponsor; (b) Sponsor cannot contact the winner despite making commercial reasonable efforts to do so; or (c) Sponsor determines that the potential winner is not eligible or is otherwise in violation of these Official Rules.

In the event of prize forfeiture, Sponsor will select an alternate winner from among all remaining eligible entries received.

#### **5. Prize:**

**Prize (2) – \$50 Amazon® Gift Card†, redeemable at [www.amazon.com](http://www.amazon.com) and certain affiliated websites.**

Gift Card will be awarded in virtual form to e-mail address provided at time of survey completion/entry. Free Amazon.com account required to redeem Gift Card, with value of Gift Card being applied to account balance. Gift Card is not subject to fees or expiration date. Gift Card is not reloadable and cannot be used to buy other gift cards; additional restrictions apply.

†Amazon.com, Inc. and its affiliated companies have not sponsored or endorsed this Sweepstakes or Sponsor in any way.

No prize substitution except by Sponsor due to prize unavailability for any reason and only then for prize of equal value. Prize is not transferable. All unspecified expenses in conjunction with acceptance and use of prize are the winner's sole responsibility. All taxes on prize are also the winner's sole responsibility.

**Limit of one (1) prize per real estate office.**

Odds of winning depend on the total number of eligible entries received for the random drawing.

By accepting the prize, winner grants to Sponsor and its designees the right to use his/her name, image, photo, likeness, publicly available information and other indicia of his/her persona for advertising, trade and publicity purposes without further compensation or notice or approval of any kind, except where prohibited by law.

#### 6. RELEASE:

**By participating in the Sweepstakes, an entrant indemnifies, releases and agrees to hold harmless Sponsor; its parent company, subsidiaries, affiliates, divisions; and the employees, officers, directors, representatives, agents, shareholders, successors and assigns of any of the foregoing organizations; from any and all liability or injury arising directly or indirectly, in whole or in part from participation in the Sweepstakes, participation in any Sweepstakes-related activity or acceptance, possession, receipt, use or misuse of prize.**

#### 7. Eligibility:

Employees, officers, directors of Sponsor who were in any way involved in the production/development/design/implementation of the Sweepstakes are NOT eligible to enter the Sweepstakes or win a prize.

#### 8. Limitations of Liability:

Sponsor assumes no liability or responsibility for:

- (i) late, lost, illegible/garbled, corrupted, delayed, incomplete, inaccessible/blocked, jumbled, damaged or misdirected e-mails/surveys/entries (all of which are void);
- (ii) any incomplete, incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error;
- (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site or e-mails/surveys/entries;
- (iv) any error in advertising or offering the Sweepstakes, including the distribution of e-mails/surveys (regardless of cause);
- (v) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof which prevents the Sweepstakes from being offered as intended;
- (vi) for injury or damage to entrant's or to any person's mobile device or desktop computer (or any information/materials stored therein) related to or resulting from downloading materials from any web site or participating in the Sweepstakes.

Sponsor's failure to enforce any provision of these Official Rules on a given occasion will not constitute the waiver of such provision.

**9. Force Majeure.**

If the Sweepstakes cannot be conducted as originally planned due to any cause beyond Sponsor's control (by way of example only, pandemic/epidemic, riot, strike, civil commotion, government order/action; natural disaster, act of fraud or unauthorized human intervention), Sponsor may cancel, suspend, or modify the Sweepstakes (in whole or in part) and conduct the Sweepstakes, selecting the prize winners from among all eligible entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at [www.lirealtor.com](http://www.lirealtor.com)..

**10. DISPUTES:**

- a. All entrants agree that any dispute regarding the Sweepstakes or these Official Rules will be brought only in the State of New York, County of Suffolk and/or Eastern District of New York and irrevocably waive any claim or defense that such courts do not have personal jurisdiction over entrant or that either is an inconvenient forum for hearing such dispute.**
- b. All entrants further agree, to the fullest extent permitted by law, that their recovery in any dispute regarding the Sweepstakes or these Official Rules will be limited to actual out-of-pocket costs incurred in participating in the Sweepstakes (if any), with the right to any other damages (including but not limited to incidental, compensatory, consequential and punitive damages) or other relief as well as attorneys' fees being expressly waived.**
- c. All entrants further agree that any dispute regarding the Sweepstakes or these Official Rules will be resolved pursuant to the laws of the State of New York without regard to conflict of law or choice of law provisions.**

**11. WINNERS' LIST.**

For the names (first name, last initial) and city/state of residence of winners, send a self-addressed stamped envelope to Sponsor at the above address. Be sure to include ATTN: LIBOR SURVEY SWEEPSTAKES WINNERS on the outer envelope. Requests must be received by 12/10/2021.