

## Official Rules for the 2019-2020 America's Favorite Crossing Guard Contest

### No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** This Contest is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of Safe Kids Worldwide ("Safe Kids") and FedEx ("FedEx" and together with Safe Kids, the "Sponsors"), as well as their immediate family (spouse, parents, siblings, and children) and household members of those employees are not eligible to enter the Contest. Past First Place winners are not eligible to enter. Previous Second and Third Place winners are eligible to enter.
2. **Sponsors:** The Contest is sponsored by Safe Kids Worldwide, 1255 23<sup>rd</sup> Street, NW, Suite 400, Washington, DC 20037-1151 and FedEx, 3680 Hacks Cross Road, Memphis, TN 38125. This Contest is in no way sponsored by, endorsed by, administered by, or associated with, Wishpond.
3. **Entry Period:** The Contest begins at 8:00am ET on October 23, 2019 and ends at 11:59pm ET on November 22, 2019 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Safe Kids' computer is the official time-keeping device for the Contest.
4. **How to Enter:** Visit [www.safekids.org/crossingguard](http://www.safekids.org/crossingguard) and complete the entry form to nominate an individual, including yourself, who is currently authorized to work as a crossing guard by a school, school system or government entity. You may nominate an unlimited number of crossing guards, but the use of an agency or any automated system to enter is strictly prohibited, and Sponsors, in their sole discretion, reserve the right to disqualify any entries received through such methods. Sponsors reserve the right to reject any additional entries or entries that do not comply with these Official Rules. By entering or being nominated, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsors' decisions, which are final and binding. A nominee cannot win a prize unless you and he/she comply with all requirements in these Official Rules. Incomplete entries will be void.
5. **Selection Process:** After the close of the Entry Period, all valid entries will be posted on [www.safekids.org/crossingguard](http://www.safekids.org/crossingguard) for judging. Judging will be conducted first through an online public voting process ("Public Voting") and then by a panel of at least four (4) judges, which will include a member of Safe Kids Worldwide's board of directors, Safe Kids Worldwide founder, Dr. Eichelberger, a senior executive at FedEx and Safe Kids Worldwide's President, Torine Creppy, or such other judges to be selected by the Sponsors at their sole discretion (the "Panel"). The nominees will be judged on:
  - (i) The quality of the nomination statement (e.g., quality of answers to questions);
  - (ii) The crossing guard safety record;
  - (iii) The types and amounts of proactive initiatives the nominee has taken as a crossing guard;

- (iv) The nominee's community service commitment in the community; and
- (v) The crossing guard's volunteer commitment to keeping kids safe on the roads in the community.

Public Voting begins on 8:00am ET on November 25, 2019 and ends at 11:59pm ET on December 13, 2019 (the "Voting Period"). Votes submitted before or after the Voting Period will not be eligible.

The five (5) nominees, who receive the most votes during Public Voting, as determined by the Sponsors, will be considered the Finalists. On or about December 16, 2019, the Panel will evaluate the Finalists and pick one (1) Winner, within five (5) business days. The odds of being selected depend on the number of entries or nominations received.

Sponsors will attempt to notify the Winners within three (3) business days of the completion of the selection process.

6. **Requirements of Potential Winners:** Except where prohibited, potential Winners will be required to complete and return an affidavit of eligibility and liability/publicity release and an authorization to complete a background check within five (5) business days of being initially contacted by the Sponsors. If a potential Winner fails to sign and return these documents within (5) business days Sponsors may select an alternate potential winner from the remaining Finalists, each of whom must also meet the above requirements and comply with these Official Rules.

If a potential Winner does not pass the criminal background check, or becomes ineligible for any reason as determined by Sponsors, Sponsors may select an alternate potential winner in his/her place from the remaining Finalists, each of whom must also meet the above requirements and comply with these Official Rules.

The Winner must be available to participate in a press event in February 2020 at his/her affiliated school, at a date and time set at Sponsors' discretion.

7. **Prizes:** The Winner will receive clothing and accessories suitable for use by a crossing guard, as selected by the Sponsors, valued up to \$500. The Winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsors, in their sole discretion. A prize may not be transferred and must be accepted as awarded. A Winner may not request cash or a substitute prize; however, Sponsors reserve the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsors, in their sole discretion.
8. **General Conditions:** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsors may, in their sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prize(s) at random from

among the eligible entries received up to the time of the impairment. Sponsors reserve the right, in their sole discretion, to disqualify and seek damages from any individual, including the Winner, who tampers with the operation of the Contest, violates these Official Rules, or engages in behavior that the Sponsors, in their sole discretion, consider to be obnoxious or threatening, illegal, or in any way disparages or adversely affects the reputation, image, and/or goodwill of Sponsors or any of Sponsors' services, products, trademarks, service marks, or logos. If a Winner engages in such behavior, the Winner will not be permitted to identify him or herself as "America's Favorite Crossing Guard," and Sponsors may require the Winner to return his or her Prize. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

9. **Release and Limitations of Liability:** By participating in the Contest, and/or by agreeing to be nominated, you agree to release and hold harmless Sponsors, Wishpond, their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors; (c) printing errors; (d) lost, late, misdirected, or undeliverable e-mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event, shall the Released Parties be liable for attorney's fees. You waive the right to claim any attorneys' fees and damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
10. **Privacy and Publicity:** Any information you provide when you enter the Contest will be used in accordance with each of the Sponsors' Privacy Policies, located at: for Safe Kids: <https://www.safekids.org/privacy-policy> and for FedEx: <http://www.fedex.com/gb/privacypolicy.html>. The information you provide when you enter is provided to Sponsors, not to Wishpond. Except where prohibited, you consent to either Sponsors' use of your name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.

Except where prohibited, participation in the Contest, whether through submission of an entry or acceptance as a nominee, constitutes consent to Sponsors' use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

11. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

12. **Results:** For the names of the Winners of any prize over \$25, please send a self-addressed stamped envelope to Safe Kids Worldwide, 1255 23<sup>rd</sup> Street, NW, Suite 400, Washington, DC 20037-1151, Attention: Joshua Ogboenyi, Program Associate. Requests must be received by February 3, 2020.