

# The Magyar Foundation of North America 2017 Trip to Hungary Competition

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR TO WIN.** OPEN TO RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND D.C. ONLY. VOID IN ALASKA, HAWAII, OUTSIDE THE UNITED STATES, AND WHERE PROHIBITED BY LAW.

- 1. Sponsor:** Magyar Foundation of North America, 3033 Wilson Blvd, Suite 700, Arlington, VA 22302 ("Sponsor").
- 2. Eligibility:** The Magyar Foundation of North America 2017 Trip to Hungary Competition ("Competition") is only open to permanent legal residents of the forty eight (48) contiguous states of the United States ("U.S.") and the District of Columbia ("D.C.") (excluding Alaska, Hawaii, Guam, Puerto Rico, and all other U.S. and foreign territories and possessions) who are currently physically located and residing therein, who are twenty-one (21) years of age or older as of the date of entry, and who possess a valid United States passport. Entrants must also have either a valid social security number and/or a valid U.S. personal tax identification number. Employees, representatives, officers, and directors of Sponsor, its affiliates, subsidiaries, agents, judges and advertising and promotion agencies (collectively, the "Competition Entities"), as well as immediate family (spouse, parents, siblings, and children) and household members, whether or not related, are not eligible.
- 3. Competition Period:** For all purposes of this Competition, the Sponsor's computer is the official clock and all times refer to Eastern Time ("ET"). The Competition period begins at 12:00:00 a.m. ET on February 1, 2017, and ends at 11:59:59 p.m. ET on March 15, 2017 ("Competition Period").
- 4. How to Enter:** Entrants may participate in 1 of 2 ways: by entering on the Sponsor's website, or entering by mail. To enter via the Sponsor's website, entrants must first go to the following website <http://www.magyarfoundation.com/> ("Website") to enter. Then entrants must click the "Trip to Hungary" tab, thumbnail, or link and follow the instructions to download and thereafter complete and submit the entry form by providing the following information: First Name, Last Name, and Email Address (collectively, "Online Entry Information"), and responses to the following short-answer questions: "Why would visiting Hungary be a significant moment in your life?" and "Why is being a Hungarian American and/or being involved with the Hungarian American community important to you?" After completing and submitting the Online Entry Information, said entrant will then receive one (1) entry into the Competition ("Online Entry"). Limit one (1) Online Entry per person (based on email address) throughout the Competition Period. Online Entries must be received by 11:59:59 p.m. ET on March 15, 2017. To enter by mail, legibly hand-print the following information on a standard sized postcard or on a piece of paper: First Name, Last Name, Complete Home Address (no P.O. Boxes), Date of Birth, Telephone Number (including area code), Email Address ("Mail Entry Information"),

and responses to the following short-answer questions: “What do you expect to gain from a trip to Hungary?” and “Why is being a Hungarian American and/or being involved with the Hungarian American community important to you?” and send in a self-addressed standard size #10 envelope with proper postage affixed to: Magyar Foundation of North America, 3033 Wilson Blvd, Suite 700, Arlington, VA 22201. ("Mail Entry"). Mail Entries must be postmarked by March 15, 2017 and received by March 21, 2017. Limit one (1) Mail Entry per person throughout the Competition Period. ENTRANTS CAN ONLY ENTER BY ONE (1) METHOD OF ENTRY. ENTRANTS CANNOT USE BOTH METHODS OF ENTRY TO ENTER.

ENTRANTS WHO ENTER BY BOTH METHODS OF ENTRY, AS WELL AS THOSE ENTRANTS WHO SUBMIT MULTIPLE ENTRIES OF ANY KIND IN EXCESS OF THE LIMITS STATED HEREIN, WILL BE DISQUALIFIED. All required Online Entry Information or Mail Entry Information (collectively, "Entry Information") must be completed in full, be accurate and valid. The Entry Information must match the information of the entrant that completed the act of physically entering the Competition. Any attempted form of entry other than as described herein is void. Proof of submitting an Online Entry or Mail Entry (collectively "Entry/ies") will not be deemed by Sponsor as proof of receipt or entry into the Competition. Any attempt by an entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant's Entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification and other conditions and requirements, as set forth below. The Website may not be accessible from all mobile phones, handheld devices, and/or tablets. If an entrant experiences any issues entering from a mobile phone, handheld device, and/or tablet, he/she should access the Website from a desktop or laptop computer for information about how to submit an entry via mail as more fully described above.

- 5. Judging and Winner Selection:** On or about **April 15, 2017**, a judge selected by the Sponsor will review all eligible entries received and select one (1) potential winner based upon the following criteria:
- i. Enthusiasm to Visit Hungary (40%);
  - ii. Creativity (30%); and
  - iii. Responsiveness to the Questions Asked (30%)

The one entry that receives the highest score will win. Decisions of the Sponsor and judge are final and binding. A potential winner will be notified via email within two days of being selected. If a potential winner does not respond to the notification attempt within 7 days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein. Alternate potential winners will be contacted via email and must respond to the Sponsor's prize notification email within 7 business days from that date and time of the

Sponsor's prize notification email. If there are an insufficient number of eligible entries, Sponsor reserves the right, in its sole discretion, to refrain from awarding the prize.

Entries may be subject to a due diligence review for eligibility and compliance with these Rules. Determination of eligibility and compliance is at Sponsor's sole discretion and may result in disqualification of any person. All issues of interpretation with respect to these Rules and eligibility requirements are to be decided by Sponsor.

Potential winner will be required to sign, execute, have notarized and return an original unmodified Affidavit of Eligibility, a Liability Release, (where legal) a Publicity Release and any other documentation that Sponsor requires (collectively "Affidavit/Release") within five (5) business days after receipt by the potential winner or such potential winner may be disqualified and an alternate potential winner for such prize may be selected. If potential winner is a resident of a jurisdiction that deems him/her to be a minor, his/her parent/legal guardian will be required to sign the Affidavit/Release on his/her behalf. By returning the completed Affidavit/Release, winner attests to the provisions stated therein including the accuracy of the information contained therein and compliance with these Official Rules.

- 6. Prize/Odds of Winning:** One (1) prize will be awarded in this Competition. The prize consists of a 6-day, 7-night trip to Budapest, Hungary. Roundtrip airfare, hotel, and entertainment will be paid for, with an additional stipend for meals for two adults. All other expenses not explicitly specified herein are the responsibility of the winner. **The Total Approximate Retail Value ("ARV") of prize: \$10,000.00. Odds of winning the prize depends on the total number of eligible Entries received during the Competition Period and the skill of the entrants.** All federal, state, or other tax liabilities (including but not limited to income taxes) arising from participation in the Competition or award of any prize(s) will be the sole responsibility of the winner(s). Winner will be issued an IRS Form 1099 from the Sponsor or Sponsor's designee for the total ARV of the prize won (as stated herein) in the calendar year won. Sponsor reserves the right to substitute the prize or a feature of the prize, for a prize or feature of equal or greater value in its sole discretion, unless such substitution is prohibited by law. Prizes are non-transferable and may not be redeemed for cash.
- 7. Prize and Travel Terms:** All travel details will be at Sponsor's sole discretion. Prize will be forfeited if winner is unable to travel during designated time period. Winner is responsible for obtaining all required travel documents, including a valid passport. No compensation will be made in the event of the cancellation or delay of any flight. Airline tickets are non-refundable and non-transferable and are not valid for upgrades or frequent flyer miles. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes.

Winner must comply with any applicable hotel check-in requirements, such as presentation of a major credit card. Room taxes and other hotel fees may not be included and if applicable may be payable at the time of check-out by the winner or guest. All expenses and incidental travel costs not expressly stated in the package description above, which may include but not be limited to, ground transportation, gratuities, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the sole responsibility of winner.

Potential winner and guest must travel together on the same itinerary. Travel must be completed by December 31, 2017 or prize will be forfeited, unless otherwise approved by Sponsor. Sponsor will have no further obligation to award prize, and cash will not be awarded in lieu of the prize. The winner must be the parent and/or legal guardian of any minor guest that accompanies the winner and the winner may be required to provide written proof of guardianship as a condition of receiving the prize. All other guests must be age 18 or older.

The ARV for travel prizes is an estimate made before the Competition begins and may vary depending upon points of departure and destination and fare fluctuations. The winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Rules.

In the event the winner or any travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner home with no further compensation.

The restrictions and conditions stated herein are not all-inclusive and may be subject to additional restrictions and conditions, which may be stated in any correspondence with Sponsor or other travel documents.

- 8. General Conditions:** Competition is subject to these Official Rules and all federal, state and local laws and regulations (collectively "Rules and Laws"). By entering the Competition, entrants agree and acknowledge to be bound by these Rules and Laws, as well as the decisions of the Sponsor which are final and binding in all respects; and to waive any rights to claim ambiguity with these Rules and Laws. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Competition; to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any person attempting to defraud or tamper with Competition will be prosecuted and is not eligible for a prize. If, for any reason, the Competition is not capable of running as originally planned, Sponsor in its sole discretion, reserves the right to cancel, suspend or modify the Competition or any portion(s) thereof and to award the prize from all salvageable eligible Entries received prior to and/or after (as appropriate)

the action taken by the Sponsor, or award the prize(s) in a manner that is fair and equitable. In case of a dispute over the identity of an entrant who submitted the winning Entry, the authorized account holder of the email address associated with that Entry will be deemed the entrant. The "authorized account holder" is deemed the natural person who is assigned to an email address by an internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Said owner must comply with these Official Rules, be the person who completed the act of entering, and, in Sponsor's sole discretion, may be required to provide proof of ownership of the email account.

- 9. Release:** By entering the Competition, entrants agree to release, indemnify and hold harmless the Competition Entities from any and all liability resulting or arising from entry in the Competition; use of any submitted Entry; use or misuse of the prize; and to release all rights to bring any claim, action or proceeding against the Competition Entities.
- 10. License and Publicity:** Once submitted, Entries become the sole property of the Sponsor and will not be returned. Thus, except where prohibited by law and Sponsor's Privacy Policy: (1) entry and/or winner's acceptance of prize constitutes permission for the Competition Entities to use winner's name, address (city and state), photo, likeness, biographical information, statement and voice for advertising/publicity purposes worldwide and in all forms of media (including posting on the Website), in perpetuity, without further notice to or compensation in connection with said Competition or the prize awarded, and (2) Sponsor has the right to modify, edit, adapt, electronically alter, use, assign and/or dispose of such Entries however it sees fit and for any purpose without any notice or compensation to entrant or any third parties. If an entrant chooses to opt-in to receive communications from the Sponsor, his/her Entry Information will be subject to Sponsor's Privacy Policy and such entrant agrees to receive additional communication from Sponsor. Opting-in to receive communications does not improve one's chances of winning any prize. Any personal information supplied by entrants to Sponsor or its affiliates will be subject to Sponsor's privacy policy, located at <http://www.iubenda.com/privacy-policy/520013/legal>.
- 11. Disclaimers and Limitation of Liability:** Competition Entities are not responsible or liable for Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Entries that are illegible, late, tampered with, forged, incomplete, misdirected, deleted, damaged, lost, misplaced, stolen, destroyed, mechanically duplicated and mass machine printed, postage-due, mutilated, or otherwise not in compliance with these Official Rules and such Entries will be disqualified. By entering the Competition, entrants agree and acknowledge that the Competition Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation in this Competition; human error; incorrect or inaccurate

transcription of Entry Information; acceptance/possession, use/misuse, and/or defects of the prize, or any component of the prize, awarded herein; typographical errors in Competition promotional material; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Competition; interruption or inability to access the Competition, the Website, or any online service via the internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer/mobile device and/or its contents related to or resulting from any part of this Competition even if caused by the negligence of one of the Competition Entities. Competition Entities shall not be liable for any injury, death, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused by or have contributed to (1) any wrongful, negligent or unauthorized act or omission on the part of the prize supplier or any of its agents, servants, employees or independent contractors, (2) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**12. GOVERNING LAW, JURISDICTION, ARBITRATION:** Any controversy or claim arising out of or relating to (i) the Competition, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of these Official Rules or their enforcement or interpretation shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Virginia 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. Any controversy or claim arising out of or relating to this agreement, its enforcement, arbitration or interpretation shall be submitted to final and binding arbitration, to be held in the Washington, D.C., metro region, before a single arbitrator. The arbitrator shall be selected by mutual agreement of Sponsor and the entrant or entrants bringing forth the controversy or claim (collectively, the "Parties") or, if the Parties cannot agree, then by striking from a list of arbitrators supplied by the American Arbitration Association or JAMS/Endispute. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The Parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Entrant(s) agrees that his/her claim will be resolved individually, exclusively by arbitration, without resort to any form of class action. Entrant(s) further agrees that any claim/judgment/award in such arbitration shall be limited to actual out-of-pocket costs incurred, including costs

associated with participating in the Competition but in no event attorneys' fees; and, under no circumstances, will an entrant(s) be entitled to awards for and entrant(s) hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this section be deemed void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

- 13. Name of Winner:** To receive the winner's name or an additional copy of these Official Rules, send a self-addressed stamped envelope to: Magyar Foundation of North America, 3033 Wilson Blvd, Suite 700, Arlington, VA 22302. All requests must be received by [April 30, 2017]. The Official Rules will be available on the Website during the entire Competition. Name of winner may also be posted on the Website.

## **The Magyar Foundation of North America 2017 Trip to Hungary Competition**

### **ABBREVIATED RULES**

NO PURCHASE NECESSARY. Void outside the 48 contiguous U.S. states and D.C. Subject to official rules and all applicable federal, state and local laws. To enter, must be legal resident and physically located in 48 contiguous states or D.C.; age 21+; have valid U.S. passport; and SS number or valid personal tax ID number. Employees, representatives, officers, and directors of Sponsor, its affiliates, subsidiaries, agents, judges and advertising and promotion agencies, as well as immediate family (spouse, parents, siblings, and children) and household members are not eligible. Competition starts at 12:00 a.m. ET on [February 1, 2017] and ends at 11:59 p.m. ET on March 15, 2017. Participants may enter at <http://www.magyarfoundation.com/> or by sending postcard to Sponsor with answers to the following 2 questions: (i) What do you expect to gain from a trip to Hungary?"; and (ii) "Why is being a Hungarian American and/or being involved with the Hungarian American community important to you?" Judge chosen by Sponsor will select one (1) grand prize winner to receive a 6-day, 7-night trip to Budapest, Hungary. Total ARV: \$10,000. Odds of winning depend on number of entries received and skill of the entrants. By participating and/or accepting prize, entrants agree to be bound by Official Rules. The Competition is governed by the laws of Virginia. Sponsor: Magyar Foundation of North America, 3033 Wilson Blvd, Suite 700, Arlington, VA 22302. See [www.magyarfoundation.com](http://www.magyarfoundation.com) for full rules.

NO PURCHASE NECESSARY. Void outside the 48 contiguous U.S. states and D.C. Subject to official rules and all applicable federal, state and local laws. Must be legal resident and physically located in 48 contiguous states or D.C.; age 21+; have valid U.S. passport; and SS# or valid personal tax ID#. Competition ends at 11:59 p.m. ET on February 28, 2017. One grand prize winner will receive 6-day, 7-night trip to Budapest, Hungary. Total ARV: \$10,000. Odds of winning depend on number of entries received and skill of the entrants. Governed by the laws of Virginia. Sponsor: Magyar Foundation of North America, 3033 Wilson Blvd, Suite 700, Arlington, VA 22302. Other terms and conditions apply. Visit <http://www.magyarfoundation.com/> for details.