

## **EMPIRE TRAINING ACADEMY MEMBERSHIP GIVEAWAY RULES**

### **I. SPONSOR.**

#### **EMPIRE TRAINING ACADEMY FREE ONE MONTH MEMBERSHIP GIVEAWAY OFFICIAL RULES**

1. This Giveaway is being sponsored by the following individual, located at the following address:

EMPIRE TRAINING ACADEMY  
5003 Falls of Neuse Rd. Suite B  
RALEIGH, NC 27609

### **II. ELIGIBILITY.**

2. This Giveaway is open to all residents residing within 50 miles of Raleigh, North Carolina.

3. Giveaway entrants must be at least 18 years old at the time of entry.

4. This Giveaway is subject to federal, state, and local laws and regulations.

### **III. AGREEMENT TO OFFICIAL RULES.**

5. Participation in the Giveaway constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.

6. Winning a prize in this Giveaway is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **IV. GIVEAWAY PERIOD.**

7. The Giveaway begins on November 3, 2024 at 6:00 AM EST and ends on November 3, 2024 at 11:59 PM EST.

8. Entries that are submitted before or after the Giveaway Period will be disqualified.

9. Submissions will be accepted for the duration of the Giveaway using any of the following methods:

- a. Online via submission form

## **V. ENTRY METHODS.**

10. Online entry will be available for the duration of the Giveaway Period by visiting the following website and following the directions provided to fill out the entry form and submit: <https://form.jotform.com/243026860744154>

11. Limit of 1 entry per email address for the duration of the Giveaway Period. Entries received from any email address in excess of the stated limitation will be void.

12. All entries become the property of the Sponsor and will not be acknowledged or returned.

**13. No purchase is necessary to win. A purchase does not enhance an entrant's chances of winning.**

## **VI. PRIZE.**

14. The following prize of the following approximate values will be awarded to the Giveaway winner:

FREE ONE MONTH MEMBERSHIP TO EMPIRE TRAINING ACADEMY - \$179.99

15. No cash or other prize substitution is permitted except at the sole discretion of the Sponsor.

16. The prizes are non-transferrable.

17. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winners.

18. Acceptance of a prize grants the Sponsor permission to use the winners' entry, name, and likeness for advertising, promotion, and trade without further compensation or remuneration unless prohibited by law.

## **VII. PRIZE DRAWING.**

19. On or about November 4, 2024, the Sponsor shall select one (1) potential winner in a random drawing from all eligible entries received.

20. The odds of being selected depend on the total number of entries received.

21. The Sponsor will attempt to notify the potential winner on or about November 4, 2024.

22. If the potential winners cannot be contacted within five (5) days after the date of the first attempt to contact them, the Sponsor may select an alternate potential winner in their place at random from the remaining non-winning, eligible entries.

## **VIII.**

### **IX. GENERAL TERMS AND CONDITIONS.**

23. In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but limited to, fraud, virus, unauthorized human intervention, or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by the Sponsor in their sole discretion, the Sponsor may, in their sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

24. The Sponsor reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

25. Any attempt to undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law.

26. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

### **X. RELEASE AND LIMITATIONS OF LIABILITY.**

27. By participating in the Giveaway, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising, and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of the prize, including, but not limited to, the following:

a. Any technical errors associated with the Giveaway, including lost, interrupted, or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability, or accessibility or miscommunications or failed

computer, satellite, telephone, cellular tower, or cable transmissions, lines, or technical failure.

b. Unauthorized human intervention in the Giveaway;

c. Mechanical, network, electronic, computer, human, printing, or typographical errors;

d. Lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage-due, or misdirected mail, entries, application downloads, or text messages;

e. Any other errors or problems in the administration with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, the announcement of the winners, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries, or any Giveaway-related materials;

f. Injury, death, losses, or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Giveaway or acceptance, receipt, or misuse of the prize (including any travel or activity related thereto)

28. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorney's fees.

33. Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway.

34. The Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **XI. DISPUTES.**

35. Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to the form of class action, and exclusively by the appropriate court located in North Carolina.

36. All issues and questions concerning the construction, validity, and interpretation and enforceability of these Official Rules, entrants rights, and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by and construed in accordance with the laws of North Carolina, without giving effect to any

choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than North Carolina.

## **XII. PRIVACY.**

37. Information collected from entrants is subject to the Sponsor's privacy policy.

## **XIII. WINNER LIST.**

38. To request the names of the winners, send a self-addressed stamped envelope to the following address 5003 Falls of Neuse Rd. Suite B Raleigh, NC 27609.

39. Winners List requests will only be accepted after the promotion end date listed above.