

Caribbean Cruise Giveaway

OFFICIAL CONTEST RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. Copies of the complete Official Contest Rules for the "Caribbean Cruise Giveaway" are available from The Moody Bible Institute of Chicago ("Sponsor") as set forth below (checked, if applicable):

For download at the following website URL: www.moodyradio.org/cruise.

□ In print at the offices of Sponsor located at: 820 North LaSalle Blvd., Chicago, IL 60610, Monday through Friday during normal business hours.

- 2. ELIGIBILITY RESTRICTIONS. The "Caribbean Cruise Giveaway" contest (the "Contest") is open to all natural persons who are legal residents of and physically present in the 50 United States and/or the District of Columbia at the time of entering the Contest and who are 18 years of age or older as of 10/28/2019, except for the following individuals: employees of Sponsor, its affiliated advertising agencies, participating sponsors, promotional partners (collectively, "Sponsor Employees") and members of the immediate families or household members (as defined below) of Sponsor Employees. "Immediate family" shall include spouse, parents, children, siblings, grandparents, and grandchildren. "Household member" shall include people who share the same residence at least three (3) months out of the year. The Contest is subject to all applicable United States federal, state, and local laws and regulations. Contest is void where prohibited by law.
- 3. CONTEST PERIOD. The Contest will begin October 28th, 2019: Monday at 5:30 AM CST and will run through November 24th, 2019: Sunday at 11:59 PM CST (collectively the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.
- 4. HOW TO ENTER: You may enter the Contest up to two (2) times provided you follow the directions below.

To be entered into the Contest for your first entry, you must do the following:

Visit or access from the Moody Radio mobile app ("Moody Radio App") the following website, https://radio.moodybible.org/caribbeancruise, and submit the Contest online entry form that requires submission of the following personal information: Name (first and last), phone number, and email address.

To be entered into the Contest for a second entry, you must do either of the following:

- Register an account on the Moody Radio App. If you registered an account prior to submitting the • Contest online entry form above, your second entry will be automatically completed effective as of the date of your first entry into the Contest.
- Email Sponsor at the following email address: moodyradio@moody.edu, and request to be entered into the "Caribbean Cruise Giveaway" Contest. In your email, you must submit the following personal

















information, which Sponsor will use solely for administration of the Contest: Name (first and last), phone number and email address.

Only two entries are allowed per individual. All entries must be received within the Contest Period. Sponsor assumes no liability for lost, late, incomplete, or misdirected entries. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. No mail-in entries will be accepted.

Sponsor is not responsible for lost, late, garbled, or misdirected entries, printing errors, server unavailability, computer or any other electronic malfunction, or if text message is not received. All entries received that are duplicate, mutilated, tampered with, incorrect, illegible, or from ineligible entrants will be void.

Entrant's mobile service provider may charge for each text message sent and received according to its standard text messaging rates. Entrants should check phone capabilities for specific text messaging instructions and consult with mobile service provider regarding pricing plans.

The use of any automated devices in connection with this promotion is prohibited.

- 5. WINNER SELECTION. Two winners will be selected in one random drawing of all eligible entries on Monday, November 25, 2019: 11/25/2019. Odds of winning depend on the total number of eligible entries received. Each Prize described herein will be awarded. The winning entrants will be contacted by Tuesday, November 26, 2019 either in person or using the contact information that was included in the entry form and will be awarded the applicable Prize (subject to verification of eligibility and compliance with the terms of these rules). Non-compliance with these Official Contest Rules, or the inability to contact a chosen winner within two (2) days of attempted notification may result in disqualification of that winner. In the event that a chosen winner is disqualified for any reason, Sponsor will select an alternate winner in a random drawing of all remaining eligible entries. Only one prize will be awarded per household if more than one prize is awarded. Entrants are eligible to win only one prize within any 90-day period, regardless of the number of contests entered.
- 6. VERIFICATION OF WINNER. POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. Each chosen winner must continue to comply with all terms and conditions of these Official Contest Rules, and winning is contingent upon fulfilling all requirements. To claim a Prize, each chosen winner will be required, by Monday, December 2, 2019, if determined necessary by Sponsor in its sole discretion, to sign and return to Sponsor an affidavit of eligibility and liability/publicity release (except where prohibited), complete an IRS Form W-9, and provide a copy of a valid government issued picture I.D. If a chosen winner cannot be contacted, or fails to provide the required documentation described in this paragraph within the required time period, the chosen winner forfeits the applicable Prize. In the event a chosen winner is disqualified for any reason, Sponsor may award the applicable Prize to an alternate winner by random drawing from among all remaining eligible entries.
- 7. PRIZE. Sponsor will give away the following prizes (each a "Prize"):

















| Number of Prizes | Description of Prize | Approximate Value of Prize |
|------------------|--|----------------------------|
| 2 | Round-trip airfare for each winner and | \$4,924.00 |
| | one guest | |
| | One night of hotel accommodations | |
| | • \$250 gift card | |
| | • Two copies of MercyMe's newest album | |
| | • One Deluxe Verandah Ocean View | |
| | Stateroom for two aboard Inspiration | |
| | Cruises & Tours' MercyMe at Sea | |
| | Caribbean Cruise 2021 | |
| 25 | 25 runners up will receive a copy of | \$10.00 |
| | MercyMe's newest album | |

Each Prize is non-transferable and no substitution or cash alternatives for any prize will be made except as provided herein at the Sponsor's sole discretion. The Sponsor has the right to substitute a prize of similar value. No sale, transfer or assignment of any prize is allowed.

Prizes are provided "as is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement or intellectual property, or fitness for any particular purpose. Prizes are subject to the Sponsor's and/or prize provider(s) standard terms and conditions, and expiration dates. For any ticket related prizes, Sponsor and prize provider(s) are not responsible if any event or performance is cancelled or postponed. Sponsor is not liable if the provider of any part of a prize fails to satisfy its obligations to furnish its portion of the prize.

8. Each winner will be solely responsible for all local, county, state and federal taxes and all other fees and expenses not specified herein associated with the receipt and use of the applicable Prize based on the estimated retail value of the prizes as set forth in these Official Content Rules, and will be issued an IRS Form 1099 to report their winnings to the extent required by law or as otherwise determined necessary by Sponsor in its sole discretion.

To the extent a winner is awarded a Prize that includes airfare, a cruise, or provision of other travel for the winner and any guests, the following provisions apply: (a) winner's guest(s) must be eighteen (18) years of age or older; (b) the winner and any guest(s) must travel on the same itinerary and are responsible for obtaining all required travel-related documents, including, without limitation, passports for applicable international travel; (b) airline and/or other travel-related regulations may apply and are the responsibility of the winner; (c) if the winner cannot travel on dates specified for the Prize for any reason (including for the reason that winner is unable to obtain a passport or other personal identification necessary for travel), the winner may be disqualified, and an alternate winner may be selected (time permitting) at the Sponsor's sole discretion; (d) all other costs not specifically stated herein, including but not limited to those of taxes, meals, and tips, are the responsibility of the winner;















(e) Sponsor will determine itinerary and all applicable travel arrangements, including, without limitation, airline (if applicable), in its sole discretion.

- 9. ENTRY CONDITIONS AND RELEASE. By entering, entrants agree, and by receipt of a Prize, each winner agrees, to: (a) comply with and be bound by these Official Content Rules and the decisions of the Sponsor, which are binding and final in all matters related to this Contest; (b) release and hold harmless Sponsor and its subsidiaries, related, and affiliated companies, participating sponsors, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and each of their respective past and present officers, directors, trustees, employees, agents and representatives (collectively, the "Released Parties") from and against any claim, cause of action or liability, including, but not limited to, negligence or damages or any kind to persons or property, including but not limited to invasion of privacy, defamation, slander, libel, violation or right of publicity, infringement of trademark, copyright or other intellectual property rights, personal injury, death, or damage to or loss of property, arising in whole or in part, directly or indirectly, out of the entrant's participation in the Contest or Contest-related activity or receipt or use or misuse of any Prize; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use, non-use or misuse of a Prize.
- **10.** PUBLICITY. Entrants acknowledge and agree that, except where prohibited, participation in the Contest constitutes a winner's consent to Sponsor's and its agents' use of the winner's name, character, likeness, photograph, voice, opinions and/or hometown and state and the fact that Entrant is a winner of the Contest for promotional purposes in any media now known or hereafter discovered, worldwide, without financial remuneration, payment, consideration, notice, review, or approval. Each winner also agrees to allow Sponsor, in its sole discretion, to interview the winner on the radio.
- **11.** GENERAL CONDITIONS. Sponsor reserves the right, prior to the awarding of the applicable prize, to cancel/terminate, modify or suspend the Contest if in Sponsor's sole determination it believes that the integrity of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or force majeure or any other causes beyond the Sponsor's control. Sponsor reserves the right in its sole discretion to modify these Official Contest Rules, make Contest changes and/or change the Contest dates and/or the dates of any Prize-related travel (if applicable) at any time for any reason. Material modifications shall be announced or distributed in the same manner set forth in Section 1 herein. Sponsor reserves the right to cancel, terminate, suspend and/or modify the Contest, or any part of it, if in Sponsor's sole determination it believes that the integrity or proper functioning of the Contest has been, or could be, compromised or that the Contest is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or force majeure or any other causes beyond the Sponsor's control, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Content Rules of this or any other promotion in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Content Rules shall not constitute a waiver of that provision.















- 12. LIMITATION OF LIABILITY. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; (e) late, lost, undeliverable, damaged or stolen mail; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries receipted up to the date of discontinuance for any or all of the Prizes offered herein. No more than the stated number of Prizes will be awarded.
- **13.** Entrant's Personal Information: Information collected from entrants on Sponsor's website is subject to Sponsor's Privacy Policy at https://www.moodybible.org/privacy-policy/ and Sponsor's website terms and conditions at https://www.moodybible.org/terms-of-use/. This Contest is intended for viewing in the United States and the District of Columbia only.
- **14.** Winner List: A winner list will be available after winner confirmation is complete. For a list of prize winners, send a separate, self-addressed, stamped envelope to the Station within thirty (30) days of the Drawing Date. Such winner list can be obtained as set forth below (checked, if applicable):

By visiting the following URL: www.moodyradio.org/cruise.

□ By contacting Sponsor at the following email and/or phone number: Alexandra.horn@moody.edu; 312-329-2172.

15. Disputes: Except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Illinois or the appropriate state court located in Chicago, Illinois (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Content Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.













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