

BeYOUNION.com Game of the Week Contest

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

Website visitors to BeYOUNION.com/vote may participate in the voting for the BeYOUNION.com Game of the Week using a valid email. The game with the highest number of votes each week will generate \$250 contribution to the two participating school athletic departments. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All opted in email addresses wanting additional information become the property of Sponsor.

2. Sponsor

The Contest is sponsored by PrepsKC located at 704 SW Winterwalk Lane, Lee's Summit, MO 64081 & The Greater Kansas City Building and Construction Trades Council, located at 400 S. Main, Independence, MO 64050.

3. Agreement to Official Rules

Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Schools receiving prizes are contingent upon having the largest volume of votes for the game of the week compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on August 20th, 2023 at 12:00 AM CST and ends after 10 weeks on October 27th, 2023 at 5:00 PM CST (the Contest Period). Votes are between the games PrepsKC has selected and offered weekly on BeYOUNION.com/vote for the Game of the Week. Submissions will be accepted for the duration of the Contest through the website voting page.

5. Prize Drawing

On or about Monday, following the featuring games, the Sponsor will attempt to notify the potential winning schools via telephone or email. The schools participating in the game with the most votes wins the Game of the Week contest and both schools will be awarded the \$250 prize. If the potential winning representatives of the school cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor will select the school with the 2nd most pledges from the remaining non-winning, eligible entries.

6. Winner Notification

The potential winners will be notified by email, mail or phone. Each potential winning school will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize.

7. Prizes

\$250 to the Game of the Week winning schools' athletic program

8. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize to the top ranking game of the week from among the valid votes received up to the time of the impairment. The 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 these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

9. Release and Limitations of Liability

By participating in the Contest, 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 Sweepstakes, 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 Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, 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 or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Contest-related materials; or (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 Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). 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 Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also 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 Contest.

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

10. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Missouri. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Missouri, 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 Missouri.

11. Privacy

Information collected from entrants is subject to sponsor's privacy policy.

12. Winner List

Winning games will be listed on prepskc.com and will be contacted by the representatives of the Greater Kansas City Building and Construction Trades Council.