

## **ASCM SALARY SURVEY PRIZE PROMOTION RULES, TERMS AND CONDITIONS**

**Updated January 18, 2023**

### **1. PROMOTION DESCRIPTION.**

In connection with ASCM's efforts to improve its salary report and related activities, ASCM is conducting this prize promotion sweepstakes ("Promotion") to increase awareness of ASCM's new salary survey. The Promotion is a prize drawing promotion that begins on January 23, 2023 at 08:00:00 AM CT and ends on February 14, 2023 at 11:59:59 PM CT ("Promotion Period"), and is subject to these Prize Promotion Rules, Terms, and Conditions ("Rules").

### **2. ELIGIBILITY.**

Open to legal residents of the fifty (50) United States and District of Columbia who: (a) are 18 years of age or older at time of entry, and (b) who complete the salary survey by February 14, 2023 at 11:59:59 PM CT. No purchase is necessary to participate. Void where prohibited. The Promotion is not open to employees or immediate family members of ASCM, and other participating partners in the Promotion.

### **3. SPONSOR.**

The Promotion is being sponsored by APICS, Inc., an Indiana nonprofit corporation, with principle place of business at 8430 W Bryn Mawr Ave #1000, Chicago, IL 60631

### **4. HOW TO ENTER - NO PURCHASE NECESSARY.**

There is one way to enter: ONLINE. You may enter during the Promotion Period by completing the salary survey.

### **5. WINNER SELECTION:**

There will be five (5) random prize drawings held on March 3, 2023 for all qualified online entries from 08:00:00 AM CT on January 23, 2023 through 11:59:59 PM CT on February 14, 2023. Incomplete entries will not qualify to be entered into the contest. Potential winner will be selected in a random drawing from all qualified entries received. Odds of winning based on the number of entries received. Purchases do not increase the odds of winning.

Potential winner will be notified by email and/or by phone. Potential winner will have three (3) days to respond with their complete mailing address and interest to become the winner or an



alternate will be drawn. It is the entrant's responsibility to keep the email address or phone number used to enter active until the end of the contest if entrant wishes to be notified as a potential winner.

A potential winner may be required to provide the ASCM with government-issued identification to confirm the potential winner's identity. A potential winner may also be required to provide the ASCM with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

The potential winner will not be declared a confirmed winner until it is confirmed that all rules and regulations have been complied with. You are not a winner until your prize claim is validated and you receive official written notification from ASCM. All entries become the exclusive property of ASCM and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Rules will not be entered into the Promotion. Entries made by facsimile, overnight courier, third party entry service, automated means, or in any other manner not specifically allowed under these Rules will not be entered into the Promotion.

#### 6. PRIZES:

A total of five (5) prizes will be given away, which are described as follows: (i) five (5) Visa gift cards with an estimated total retail value of One Hundred Dollars (\$100.00) each. Prize is not transferable. No prize substitutions.

#### 7. WINNERS' LIST

The winners' list will be available after winner validation has been completed.

#### 8. CONDITIONS OF ENTRY:

Acceptance of a prize through this Promotion constitutes permission for ASCM and its representatives to use winners' names and likenesses for purposes of advertising and publicity in all media worldwide without further compensation or notice, unless prohibited by law. ASCM reserves the right to substitute prize of equal or greater value. By participating in this Promotion, entrants agree to be bound by these Rules and the decisions of the judges.

Winners assume all applicable tax liability for their prizes.



Entrants agree ASCM has the sole right to decide all matters and disputes arising from this Promotion and that a decision by ASCM is final and binding.

**9. DISCLAIMERS:**

All applicable federal, state, and local laws apply.

Winners, by acceptance of the prize, agree to release, indemnify and hold harmless ASCM and other participating partners in the Promotion, and each of their employees, representatives, contractors, sponsors and advertisers, from any and all liability, loss, harm, injury, death, damage, costs or claims related to any allegation regarding the award of, the receipt of, or the use of their prize. ASCM is not responsible for personal injury of any Winners incurred in connection with the acceptance or use of the prize.

ASCM assumes no responsibility for lost, late, misdirected, illegible, incorrect or inaccurate entry information whether caused by, among other things, an internet problem or the individual completing the entry. ASCM reserves the right, in its sole discretion, to cancel or suspend this contest should a cause beyond the control of ASCM corrupt the administration, security or proper operation of the contest. Any attempt by an individual to deliberately undermine the legitimate operation of the contest is in violation of criminal and civil laws.

Authorized Account Holder is defined as natural person who is assigned to an e-mail address by the Internet access provider, on-line service provider or other organization that is responsible for arranging e-mail address for the domain associated with the submitted e-mail address. Rules are subject to any requirements/limitations imposed by the FCC.

**10. DISPUTES:**

By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Promotion or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in in the county of Cook County, Illinois; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Promotion but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than 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 Rules or the rights and obligations of any participant or ASCM in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Illinois 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.