**ECS Alternative Publication Venues Survey Giveaway**

**Official Rules**

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**

The ECS Alternative Publication Venues Survey Giveaway (the "Giveaway") is **open to all constituents of The Electrochemical Society, Inc.** who are at least eighteen (18) years old at the time of entry. Employees of The Electrochemical Society, Inc. and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Giveaway is subject to federal, state, and local laws and regulations.

**2. Key Terms**

The following are defined terms used throughout the official rules:

* “Sponsor” references The Electrochemical Society, Inc.
* “Official Rules” references the ECS Alternative Publication Venues Survey Giveaway Official Rules. “Giveaway Period” defined as the open and close of the ECS Alternative Publication Venues Survey. “SurveyMonkey” references the platform used by The Electrochemical Society, Inc. to host the survey questions.
* “Award Acceptance Notification” is the document award recipients must complete in order to acknowledge receipt of their award.
* “Giveaways” are the items outlined in Section 9 of the Official Rules.

**3. Sponsor**

The Giveaway is sponsored by The Electrochemical Society, Inc., located at 65 S. Main Street, Building D, Pennington, New Jersey 08534.

**4. Agreement to Official Rules**

Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a giveaway is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

**5. Giveaway Period**

The Giveaway begins on July 8, 2019 at 12:01AM Eastern and ends on or about August 4, 2019 at 11:59 PM Eastern (the "Giveaway Period"). Entries that are submitted before or after the Giveaway Period will be disqualified. The Sponsor is able to adjust the giveaway period at any time.

**6. How to Win**

Winners of the Giveaway will be selected in a random drawing from those individuals who complete the ECS Alternative Publication Venues Survey through SurveyMonkey during the Giveaway Period. Qualified entrants must complete the entire survey.

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

**7. How to Enter**

The individual must complete the SurveyMonkey survey being conducted by The Electrochemical Society, Inc.

**8. Winner Notification**

The potential winners will be notified by email, mail, or phone. On or about August 9, 2019, the Sponsor will select the potential winners after closing the survey. Each survey participant must complete the survey in its entirety. Each potential Giveaway winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit the Award Acceptance Notification within five (5) days of the date notice or attempted notice is sent, in order to claim his/her giveaway. If a potential winner cannot be contacted, or fails to submit the Award Acceptance Notification within the required time period (if applicable), or giveaway is returned as undeliverable, potential winner forfeits giveaway. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the giveaway in the name of his/her parent or legal guardian, who will be required to sign the Award Acceptance Notification on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable giveaway to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the giveaway will remain un-awarded. Giveaways will be fulfilled approximately 8-10 weeks after the conclusion of the Giveaway.

**9. Giveaways**

Six winners will receive a digital $20 Amazon gift card via email.

Giveaways are non-transferable. Sponsor reserves the right to substitute giveaways if the giveaways promised may become unavailable during the duration of the promotion. The alternate giveaway may be of equal or greater value than the original giveaway. Non-cash giveaways are not convertible to cash. Giveaways that are time and date sensitive such as meeting registrations cannot be substituted if the winner is unable to use such giveaways.

**10. General Conditions**

In the event that the operation, security, or administration of the Giveaway 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 Giveaway 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 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 giveaway at random from among the eligible, non-suspect entries 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 Giveaway 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 Giveaway 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.

**11. Release and Limitations of Liability**

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 giveaway (including any travel or activity related thereto), including, but not limited to: (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 or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Giveaway; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, 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 Giveaway-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 Giveaway or acceptance, receipt or misuse of the giveaway (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 Giveaway, 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 Giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**12. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any giveaway awarded shall be resolved individually, without resort to any form of class action, and exclusively by The Electrochemical Society, Inc. 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 Giveaway, shall be governed by, and construed in accordance with, the sole discretion of The Electrochemical Society, Inc. without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction.

**13. Privacy**

Information collected from entrants is subject to [Sponsor's privacy policy](https://www.electrochem.org/privacy-policy)**.**