

ECS Refer a Friend Contest

Contest 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 Refer a Friend Contest (the "Contest") is **only open to all members and student members of The Electrochemical Society**, Inc. in good standing 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 Contest, 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 Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

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

3. Agreement to Official Rules

Participation in the Contest 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 prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

4. Contest Period

The Contest begins on August 01, 2018 at 12:01AM Eastern and ends on August 31, 2018 at 11:59 PM Eastern (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified.

5. How to Win

The winner of Contest will be the person who recruits the most people to become a member of ECS during the Contest Period based on the recruits' ECS membership fee being paid in full and the recruited member reporting who recruited them to ECS.

You are eligible to be recruited as a new member if 1) you have never been a member of ECS, 2) your membership has been terminated (you had a membership, but you're 90 days past your membership expire date). Renewing your membership within 90 days of your expiration date does not qualify you for this Contest.

Totals will be compiled of all new members who were recruited per ECS members. Recruits who do not report their recruitment to ECS@electrochem.org will not be counted. All entries become the property of Sponsor and will not be acknowledged or returned. In the event of a tie the winner will be select in a random drawing from the qualified entrants.

6. How to Enter

Upon completing their membership payment, recruits will receive a confirmation email from ecs@electrochem.org for their purchase. The new recruit needs to reply to that email adding the recruiting member's name or ECS member ID number to the top of the text. Recruits have until September 7, 2018 to notify ECS.

7. Winner Notification

The potential winners will be notified by email, mail, or phone. On or about September 20, 2018, the Sponsor will select the potential winners after totaling all new members by each recruiting member or student member. The odds of being selected depend on the number of entries received. Each potential Grand and First Prize winner (parent/legal guardian if a minor in his/her state of residence) 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. 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 prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance 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 prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

8. Prizes

Grand Prize – one (1) free early bird meeting registration to a 2019 ECS biannual meetings of the recipient's choice – either the 235th ECS Meeting in Dallas, TX or the 236th ECS Meeting in Atlanta, GA. (Value: \$560)

2nd Place Prize – one free five (5) year membership to ECS. (Value \$550)

3rd Place Prize – one free three (3) year membership to ECS. (Value \$345)

Prizes are non-transferable. Sponsor reserves the right to substitute prizes if the prizes promised may become unavailable during the duration of the promotion. The alternate prize may be of equal or greater value than the original prize. Non-cash prizes are not convertible to

cash. Prizes that are time and date sensitive such as meeting registrations cannot be substituted if the winner is unable to use such prizes.

9. 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 Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest 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. 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.

10. 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 Contest, 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 Contest 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.

11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. 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 Contest, shall be governed by, and construed in accordance with, the laws of New York, 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 New York.

12. Privacy

Information collected from entrants is subject to [Sponsor's privacy policy](#).