

ARE 5.0 Birthday Contest Official Rules and How to Enter

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. CONTEST VOID WHERE PROHIBITED BY LAW, RULE OR REGULATION AND OFFERED ONLY IN THE UNITED STATES (INCL. D.C., PUERTO RICO AND GUAM); AND IS OPEN ONLY TO LEGAL RESIDENTS, AGE EIGHTEEN (18) OR OLDER, OF THE UNITED STATES (INCL. D.C., PUERTO RICO AND GUAM). SUBJECT TO ALL FEDERAL, STATE, REGIONAL, PROVINCIAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, INSTAGRAM, STARBUCKS, MOLESKIN, SHARPIE, CHRONICLE BOOKS, TOMBOW, OR ARTEZA.

Description

This month, the [Architect Registration Examination® \(ARE®\)](#) 5.0 turns one, and we're celebrating by giving away free ARE 5.0 divisions! Transition from ARE 4.0 to ARE 5.0 anytime before November 30, 2017, for your chance to win one of twenty-four (24) prizes. Twenty-four winners will be selected at random. Entrants must have an active NCARB Record.

Prizes (24): Each winner will receive:

- Credit for one (1) ARE 5.0 division, valued at \$210.

The odds of receiving a prize depend upon the number of eligible entries received. Prizes are nontransferable and are not valid with any other offer; no substitutions or cash equivalents are allowed, except at the discretion of the Sponsor. Prize details not specified herein shall be determined solely by Sponsor. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Winners agree to supply Sponsor with any information necessary for tax reporting purposes and to cooperate in fulfilling all applicable legal requirements. If legitimately claimed, all stated prizes will be awarded. One prize per person/household.

1. Eligibility: The ARE 5.0 Birthday Contest (the “Contest”) is open to all legal U.S. residents residing in the fifty (50) United States including the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and Guam, who are the age of majority or older in their jurisdiction of residence at the time of entry. **Entrants must have an active NCARB Record at the time of entry.** Officers, directors, and employees of the National Council of Architectural Registration Boards (“Sponsor”), and/or any of its parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies, website providers, web masters, and any and all other entities directly associated with this Contest (collectively, the “Contest Entities”), and members of their immediate families (spouses, parents, children and siblings, and their respective spouses, regardless of where they live) and individuals living in the households of the above, whether related or not, are not eligible to enter or win.

Void where prohibited by law. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entrants must have access to the Internet prior to the start of the Contest. Sponsor reserves the right to verify the eligibility of winners.

2. Sponsor: National Council of Architectural Registration Boards, 1801 K Street NW Suite 700K, Washington, DC 20006.

3. Timing: The Contest will begin at 12:00 a.m. Eastern Standard Time ("EST") on November 1, 2017, and end at 11:59 a.m. EST on November 30 (the "Contest Period"). Sponsor's computer is the official time keeping device for this Contest. Prize drawings will be held on or around 1:00 p.m. EST on the following dates: November 9, 2017; November 16, 2017; November 23, 2017; and November 30, 2017.

4. How to Enter: There is one (1) way to enter the Contest during the Contest Period. To enter, contestants must:

1. Transition from ARE 4.0 to ARE 5.0 prior to November 30, 2017. This includes candidates who transitioned prior to the beginning of the contest period.
2. Follow @NCARB on Twitter.
3. Tweet using the hashtag #ARE4to5.
4. Have an active NCARB Record.

Upon completion of these steps, you will be automatically entered with one (1) entry into the Contest for a chance to win one of the prizes. You must be a member of Twitter. Go to <https://twitter.com> to get a free Twitter account if you do not already have one. Twitter is a third party corporations that is not otherwise affiliated or associated with Sponsor or this Contest. Creating accounts on Twitter is free. However, Twitter has its own terms and conditions that apply to any user of its products and services.

Limit one (1) entry per person during the Contest Period. Additional entries will be disqualified. All potential winners are subject to verification before any prize will be awarded. Comments and content that are submitted or uploaded to any Twitter, Instagram or other type of social media account (individually and together, the “Social Media Account(s)”) in connection with this Content, (collectively, “Content Submissions”) may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Sponsor or other companies; (iv) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others (excluding the Sponsor), without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted), e-mail addresses or street addresses for any person other than entrant; (vi) communicates messages or images inconsistent with the positive image and good will of Sponsor’s brand; and/or (vii) violates any law.

Entrants are granted a limited, nonexclusive license to post content from Sponsor’s website in accordance with these Official Rules for purposes of entering this Contest.

By submitting a Content Submission, you warrant that the Content Submission does not violate any law, regulation or right of any third party, that you have followed these Official Rules of the Contest and that the Content Submission has not been published or submitted in any other competition. If the Content Submission contains an identifiable person other than the entrant who submitted the Content Submission, by submitting the Content Submission, the entrant represents and warrants that he/she has obtained the consent of such person to the use of the Content Submission as outlined herein and such person may be required to provide written consent to the Contest Entities’ use of the Content Submission.

The Contest Entities reserve the right in their sole and unfettered discretion to disqualify any Content Submission that they believe is inappropriate, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest. By participating in this Contest, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Contest in any social sharing interaction that references the Contest or is used to earn an entry in connection with this Contest.

Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Contest.

Messages that do not include any required hashtag will not be eligible. Bulk, automated and/or third party entries are prohibited and will be disqualified. Multiple participants are not permitted to share the same email address or Social Media Account. Any attempt by any participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, Social Media Accounts or any other methods will void that participant's entries, and that participant may be disqualified at Sponsor's discretion. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the pertinent Social Media Account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize.

Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. All potential winners are subject to verification before any prize will be awarded. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.

5. Selection of Winners: At or around 1:00 p.m. EST on November 9, 2017; November 16, 2017; November 23, 2017; and November 30, 2017, Sponsor will select the name of six (6) potential winners in a random drawing from among all eligible entries received at the time of drawing, for a total of twenty-four (24) potential winners in connection with this Contest. The odds of winning are based on the number of eligible entries received at the time of each respective drawing. Sponsor's decisions are final in all matters relating to the drawings. Potential winners do not need to be present at any of the drawings.

6. Prizes and Prize Conditions: There will be twenty-four (24) prizes awarded in connection with this Contest. Each prize winner will receive credit for one (1) free division of the Architect Registration Examination® (ARE®) 5.0. Cash will not be awarded in lieu of division credit.

Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes. Prizes cannot be used in conjunction with any other promotion or offer. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. Notification: On or about 1:00 p.m. EST on November 9, 2017; November 16, 2017; November 23, 2017; and November 30, 2017, the potential winners will be notified by email. If Sponsor is unable to contact potential winner by email within forty-eight (48) hours of Sponsor's first attempt to contact him/her, or in the event of non-compliance with these Official Rules, or if the prize or prize notification is unclaimed or returned as undeliverable, the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate potential winner selected by a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which any remaining prizes will remain un-awarded.

8. Unauthorized Activity: If in the Sponsor's sole opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if there is any occurrence that affects the administration, integrity, security, fairness, or proper conduct of the Contest, the Sponsor, in its sole discretion reserves the right to disqualify any individual, or to modify or suspend the Contest, or to terminate the Contest and conduct a random drawing to award the prizes using all non-suspect entries received as of the termination date. Should the Contest be terminated prior to the stated expiration, notice will be posted. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR TAMPER WITH THE ENTRY SYSTEM, OR UNDERMINE THE LEGITIMATE OPERATION OF THE DRAWING IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND IF SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

9. Release and Limitations of Liability: By participating in the Contest, entrants release, indemnify and hold harmless the Sponsor, Twitter, Instagram, and all of their respective parents, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives, and agents (collectively, "Releasees") from and against any injuries, losses, damages, claims, actions, or any liability of any kind resulting from or arising from participation in the Contest or acceptance, possession, use, misuse or nonuse of the prize awarded (including any travel or travel-related activity thereto), or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Releasees are not responsible for any lost, late, incomplete, damaged, stolen, misdirected, or illegible entries, or any technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries or in any Contest-related material; or the announcement of the prize. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. No more than the stated number of prizes will be awarded. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

As a condition of entering the Contest, entrant agrees that: a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses;

b) all causes of action arising out of or connected with this Contest or the prize awarded, shall be resolved individually, without resort to any form of class action; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. Intellectual Property; Publicity Release: EXCEPT WHERE PROHIBITED BY LAW, WINNERS GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND ITS PARENT, SUBSIDIARIES, AFFILIATES, RETAILERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE IRREVOCABLE WORLDWIDE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST OR SOCIAL MEDIA PLATFORM) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS, INCLUDING ANY PRIZE PHOTOS ("SUBMISSIONS"), THAT ENTRANT MAY SUBMIT TO SPONSOR OR OTHERWISE POST IN CONNECTION WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE, ELECTRONIC MAIL, OR INSTAGRAM OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN SPONSOR'S PRIVACY POLICY (AVAILABLE AT WWW.NCARB.ORG/PRIVACY-STATEMENT), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS FOR A PERIOD OF TEN (10) YEARS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD-PARTY. ENTRANT HEREBY GRANTS SPONSOR A ROYALTY FREE, IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, FOR A PERIOD OF TEN (10) YEARS, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS, ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND.

ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVE AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

11. Governing Law: These Official Rules and the validity, construction, performance, and enforcement thereof shall be governed by the laws of the District of Columbia, but without effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

12. Use of Data: Sponsor will be collecting personal data from entrants online, in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: www.ncarb.org/Privacy-Statement. By entering the Contest and providing various forms of personal contact information, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy. Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest.

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