Building a Financial Fresh Start Survey Sweepstakes - Terms and Conditions

Take the Building a Financial Fresh Start Survey for a chance to win \$250 (cash prize) and a complimentary financial consultation with a Certified Divorce Financial Analyst® - Terms and Conditions ("Official Sweepstakes Rules")

NO TRANSACTION NECESSARY TO ENTER OR WIN. USING THE WORTHY AUCTION SERVICES DOES NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS EXIST BUT HAVE NOT BEEN MET. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE TERMS AND CONDITIONS, WHICH ARE A CONTRACT—READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES A RELEASE FROM YOU, AND A LIMITATION OF CERTAIN OF YOUR RIGHTS AND REMEDIES.

The "Building a Financial Fresh Start Survey" (the "Sweepstakes") is sponsored by WORTHY Inc., having a corporate address of 20 W 37th street, 12th Floor, New York, NY, 10018. Entrant's ("your," "you," or "entrant") registration and participation in the Sweepstakes shall be governed by the terms and conditions contained herein (the "Ts&Cs"). The Sweepstakes is subject to all applicable laws and regulations and is void where prohibited.

TERMS AND CONDITIONS:

1. This Sweepstakes is open to legal residents, that identify as female that physically reside in the fifty (50) United States and the District of Columbia, void in Rhode Island, aged 21 or over, or who meet the relevant jurisdiction's minimum age requirement, excluding employees of Sponsor and their immediate families, household members, agents or anyone else professionally connected with this Sweepstakes. Winner may be required to furnish proof of identity, address, and birthdate in order to receive a prize.

2. Sweepstakes Period:

Start of Campaign: Tuesday, September 3rd, 2019 00:00 am PST End of Campaign: Monday, September 30th, 2019 11:59 am PST

3. Entry: To enter, go to https://www.surveymonkey.com/r/PLNZMGG and complete the Building a Financial Fresh Start financial survey during the Sweepstakes Period.

To be considered eligible in the Sweepstakes, entries must be submitted within the campaign period as outlined in section 2.

4. By entering this Sweepstakes, you agree to be bound by these Ts&Cs.

5. By submitting an entry in the Sweepstakes, entrant confirms and warrants that entrant owns all copyright and rights in the nature of copyright ("Rights") in the entry and acknowledges and agrees that Sponsor will own all such Rights. Each entrant therefore hereby irrevocably grants, transfers, sells, assigns, and conveys to Sponsor and its successors and assigns, all Rights of whatsoever kind in and to the entry for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or later devised. Further, each entrant hereby waives in favor of Sponsor, all moral rights that he/she may now or later have to his/her entry. Sponsor shall have the right, in its sole discretion to edit, composite, morph, scan, duplicate, or alter the entry for any purpose which Sponsor deems necessary or desirable and entrant hereby waives all moral rights in the entry and any similar rights elsewhere in the world. Each entrant hereby acknowledges he/she does not reserve any rights in his/her entry.

6. No purchase is necessary to participate in this Sweepstakes. Odds of winning will depend on how many entries are received.

7. Prize(s): The (1) winner will be rewarded with a \$250 cash prize and a 15' financial consultation with a Certified Divorce Financial Analyst® selected by the Association of Divorce Financial Planners (ADFP).

8. There is no cash alternative in whole or in part for the Prize, and the Prize is non-transferable and non-exchangeable. There will be no refund for unused portions of the Prize. No compensation or alternative to the Prize will be offered due to inability to attend, claim or use the Prize or due to any delay on the part of the winner(s); provided, however that Sponsor reserves the right to substitute a prize of equal or greater monetary value for any Prize. In no event shall the Sponsor be obligated to award more prizes than the number of Prize(s) stated in these Ts&Cs.

9. Winner Selection: After the Sweepstakes Period, one winner will be selected at random by computer-generated randomizer from all valid entries received during the Sweepstakes Period. Winner shall be the person whose email account was used to submit the winning entry into the Sweepstakes, and an entry will be deemed to have been submitted by the person in whose name the email account is registered. Sponsor reserves the right to deliver Prize(s) directly to the email and/or mailing address provided by an entrant in his or her entry to the Sweepstakes.

10. Winner Notification: The winner will be contacted by email after the end of the Sweepstakes Period. The winner will be required to do the following as qualifying criteria of the Sweepstakes that must be met in order to receive the Prize: (a) respond to Sponsor within two (2) business days of initial contact to confirm eligibility; and (b) sign an affidavit or declaration of eligibility and liability and publicity release form and return it to Sponsor within two (2) business days of attempted delivery. Except where the prize is time-sensitive, in which case no alternate winner will be drawn, if a winner fails to respond to Sponsor's notification, fails to complete the forms as indicated herein, or fails to meet the qualifying criteria listed above, such winner may be disqualified and an alternative winner may be selected, up to three times. Other restrictions may apply, and an entrant or winner may be disqualified from the Sweepstakes if he or she fails to comply with any provision of these Ts&Cs, as determined in Sponsor's sole discretion.

11. Winner shall be responsible and liable for all federal, state, and local taxes on the value of their prize. If required by Sponsor, the winner must complete and return to Sponsor an IRS Form W-9 that reflects each winner's Taxpayer Identification Number or Social Security Number. The winner may receive from Sponsor an IRS form 1099-MISC at the end of the calendar year, and a copy of such form will also be filed with the Internal Revenue Service.

12. Unless prohibited by applicable law, the acceptance of the Prize by winner(s) constitutes each winner's permission for Sponsor to use winner's name, address, biographical information, and testimonials for advertising and/or publicity purposes in connection with this Sweepstakes only, worldwide, and in all forms of media now known or hereafter developed, in perpetuity, and without further compensation.

13. Winner publication: The names and locations of confirmed winner(s) will be available for one (1) year after the end of the Entry Period by sending a request to the Sponsor address at the end of these terms.

14. Winners data Protection: Sponsor will only use the personal details you supply for the administration of the Sweepstakes and for no other purpose, without your prior consent. Sponsor shall use any personal data in accordance with its privacy policy located here.

15. This Sweepstakes is not endorsed by, administered or associated with Facebook, Instagram, Pinterest or Twitter (collectively, the "Social Media Companies"). Entrants hereby release each Social Media Companies from all responsibility and liability in respect of the Sweepstakes.

16. Incomplete, illegal, misdirected or late entries, or entries not in accordance with these Ts&Cs, will not be accepted. Proof of sending will not be accepted as proof of delivery. Releasees (defined below) take no responsibility for entries delayed, incomplete, illegible, unintelligible, misdirected, damaged or lost due to technical reasons or otherwise.

17. Sponsor reserves the right, in its sole discretion, to disqualify any individual or void any entry or Prize award to any entrant who corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes or is otherwise in violation of any law or of these Ts&Cs. This includes, for example, the use of computer 'script,' 'macro,' or 'brute force,' masking identities by manipulating IP addresses, or using any automated means in order to increase entries into the Sweepstakes in a manner that is not consistent with the spirit of the Sweepstakes.

18. If, for the reasons set forth in Section 18, or other reasons outside the reasonable control of the Sponsor, the Sweepstakes cannot be run or administered as planned, Sponsor reserves the right to cancel, modify or suspend the Sweepstakes (subject to any written directions given under applicable law), and Sponsor shall post a notice on the Sweepstakes entry page to such effect. Sponsor further reserves the right, in its sole discretion, to modify, cancel, or suspend this Sweepstakes for any reason that Sponsor believes in good faith is fair to the entrants.

19. Decisions of Sponsor are final and binding with respect to all matters related to the Sweepstakes. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Sponsor and which prevents the Sponsor from complying with these Ts&Cs, the Sponsor will not be liable for any failure to perform or delay in performing its obligation.

20. Participation in the Sweepstakes is at entrant's own risk. By receipt of any Prize, the applicable winner agrees to indemnify, release, reimburse, and hold harmless Sponsor, Social Media Companies, and each of their respective partners, subsidiaries, affiliated entities, employees, directors, officers, agents, successors, assigns or representatives (collectively, "Releasees") from any liability resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize or participation in this Sweepstakes or any Sweepstakes-related activities to the extent permitted by law.

21. Releasees do not make any, and hereby disclaim any and all, representations or warranties of any kind regarding any Prize, including any warranty of fitness or merchantability, or representation with respect to the function or operation of the Prize.

22. Releasees shall not be liable for any electronic miscommunications or failures, nor technical hardware or software failures of any kind with respect to the Prize or the Sweepstakes.

23. Entrant(s) and winner(s) have been given a full opportunity to review and analyze these Ts&Cs and fully and completely understand all of the terms of these Ts&Cs. Entrant(s) and winner(s) acknowledge and agree that this is a complete RELEASE and DISCHARGE of all claims and rights against the Releasees, and that no action will be taken by or on behalf with respect to any such claims or rights, it being understood that this release shall be binding upon entrant(s)' and/or winner(s)' heirs, executors, and administrators, and anyone claiming by or through entrant(s) or winner(s).

24. This Sweepstakes shall be governed by New York law without regard to its conflicts of laws provisions. By participating in this Sweepstakes, entrants hereby irrevocably consent to exclusive jurisdiction and venue in the state and federal courts of New York, NY for any dispute or litigation arising from or relating to this Sweepstakes.