

# OFFICIAL RULES OF THE BLACKBAUD VISION SUMMIT \$500 DONATION GIVEAWAY

## 1. HOW TO ENTER:

No purchase necessary to enter or win. The Blackbaud "Visions Summit \$500 Donation" ("Giveaway") begins on May 11, 2018 at 9:00 a.m., Eastern Time, and ends on May 11, 2018 at 5:00 p.m., Eastern Time (the "Entry Period"). To enter, participants must confirm their organization contact information.

In the event of a dispute about the identity of an online entrant, entries made online will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If a potentially winning entry is an Internet or other computer entry, the potential winner may be required to provide Blackbaud with proof that the potential winner is the authorized account holder of the email address associated with the winning entry.

## 2. WINNER SELECTION:

Donation recipients will be chosen by Blackbaud on or before May 11, 2018. Participants will be selected after attending the New York Vision Summit. Participants will be contacted directly by email and/or phone.

## 3. PRIZES:

Participants will receive one (1) \$500 donation paid to their nonprofit organization via online donations. The prizes cannot be exchanged for cash and cannot be used in conjunction with any other promotion. Blackbaud reserves the right to substitute a prize of equal or greater value in the event the offered prize is not available. No substitution or transfer of prize is permitted except as provided herein. Participants will be contacted by Blackbaud to claim their prize.

## 4. ELIGIBILITY:

This Giveaway is open only to legal residents of the 50 United States, the District of Columbia, and Canada who are 18 years or older as of date of entry and who are employed by a registered 501(c)(3) organization. Void where prohibited or restricted by law. Limit one (1) entry per participant. Employees (and the members of the immediate families or households of such employees) of Blackbaud, Inc., and its affiliates, divisions, subsidiaries, advertising and promotional agencies are not eligible.

## 5. TERMS:

By participating entrants agree (a) to abide by these Official Rules and by the decisions of Blackbaud which are final on all matters pertaining to this Giveaway, and (b) to release and hold harmless Blackbaud Inc., and their respective parents, affiliates, subsidiaries, divisions, distributors, retailers, partnerships, representatives, licensees, successors and assigns, directors, officers, principals, shareholders, employees and agents, and their advertising and promotion agencies and Giveaway promotional partners from and against any and all liabilities, litigation, claims for damages, losses, illness or injuries of any kind resulting from or in connection with the Giveaway or from (i) telephone, computer, online or technical malfunctions (including busy lines and disconnections) or (ii) their participation and the acceptance, possession or use, or misuse, of a prize. This Giveaway is governed by, and these rules will be construed and interpreted pursuant to, the laws of the United States. All federal, state and local laws and regulations apply. All federal, state and local taxes, and all income and any other taxes, fees and surcharges will be the sole responsibility of the prize winners.

Prize winners further grant to Blackbaud the right to use and publish their proper name and state online and in print, or any other media, in connection with the Giveaway. By accepting a prize, winner grants permission for Blackbaud and promotional partners and their advertising and promotional agencies to use winner's names, photographs, likenesses, voices, prize information and/or biographical information for publicity and promotional purposes without further compensation, unless prohibited by law.

## **6. CONDUCT:**

Blackbaud reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or website; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

## **7. LIMITATIONS OF LIABILITY:**

Blackbaud is not responsible for typographical or other errors in the offer or administration of this Giveaway, including but not limited to errors in advertising, the Official Rules, the selection and announcement of the winners or the distribution of the prizes, and Blackbaud is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error which may occur in the processing of submissions in the Giveaway. Blackbaud assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft of or destruction or unauthorized access to, or alteration of, entries. Blackbaud is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or entrants due to or resulting from technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to entrants or to any other person's computer related to or resulting from participating or downloading materials in this Giveaway. If, for any reason, the Giveaway is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Blackbaud, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Giveaway, Blackbaud reserves the right at its sole discretion to cancel, terminate, or suspend the Giveaway and in such event to select the winners by random drawing conducted by an independent judging organization from all valid entries received up to the time of such cancellation, termination or suspension.

IN NO EVENT WILL BLACKBAUD, OR ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE BLACKBAUD INTERNET SITE; THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ARISING OUT OF OR RELATING TO ANY PRIZE, INCLUDING CONCERNING THE AWARD OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE AND ANY PRIZES AWARDED 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 EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

## **8. BLACKBAUD CONTACT INFORMATION:**

Blackbaud, Inc., 2000 Daniel Island Drive, Charleston, SC 29492

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