

DACA Survey Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The **DACA Survey Sweepstakes** (the “Sweepstakes”) is open only to persons who: (a) as of the date of entry (and, if a winner, as of the date of prize fulfillment) are a resident of one of the 50 United States or the District of Columbia; (b) are 18 years of age or older and of at least the legal age of majority in the jurisdiction in which the entrant resides; and (c) are or have been recipients of Deferred Action for Childhood Arrivals (“DACA”). Directors, officers, and employees of any of the Sponsors or any of their affiliates, and any of their respective agents, professional advisors, consultants, advertising and promotional agencies, and immediate family members (spouse, parent, stepparent, child, stepchild, sibling, stepsibling, and their respective spouses), and persons living in the same household (whether related or not), of each are not eligible to win a prize. Eligibility determinations will be made by Sponsors in their discretion and will be final and binding. Void where prohibited by law.
- 2. HOW TO ENTER:** The entry period for the Sweepstakes begins at 12:00 AM Eastern Time (ET) on November 25, 2024, and continues through 11:59 PM ET on January 5, 2025 (the “Entry Period”). No purchase is necessary. A purchase, payment, or financial contribution will not increase the odds of winning. There are two ways to enter the Sweepstakes. The method of entry used by the entrant will not affect the entrant’s odds of winning. Survey Entry: To enter Sweepstakes, during the Entry Period, the participant will be required to fill out the DACA Survey located at <http://bit.ly/daca2024> (the “Website”) and follow the on-screen entry instructions. Each entrant who enters via the Website will be required to provide the entrant’s email address and such other information as Sponsors may require. Completion of the entry process via the Website by an eligible entrant will result in one (1) Sweepstakes entry. Mail-In Entry Method: To enter by mail (without visiting the Website or downloading or completing the Survey), hand print or type your name (first name and last name), complete mailing address, email address and daytime phone number and the name of this Sweepstakes (“**DACA Survey Sweepstakes**”) on a 3”x5” card and mail the card in a business-size (#10) envelope to: Immigration Policy Team at 1333 H St NW #100e, Washington, DC 20005, with proper first-class postage affixed. Photocopies and mechanically printed or reproduced cards are not permitted. Mailed entries must be postmarked by the end of the Entry Period and received by January 8, 2025. Submission of a properly completed 3”x5” card by mail as described above by an eligible entrant will result in one (1) Sweepstakes entry. **Entry Limit: There is a limit of one (1) Sweepstakes entry per person, regardless of the method of entry used.** If any person attempts to obtain more than

the stated maximum number of entries by using multiple accounts, email addresses, identities, registrations or logins, or through any other means, Sponsors will have the right in their discretion to void the entrant's entries and/or to disqualify the entrant from the Sweepstakes. General Entry Terms and Conditions: Entering the Sweepstakes constitutes acknowledgement of and consent to these Official Rules. Entry times will be determined using Sponsors' computers. Normal time rates and data charges, if any, charged by the entrant's Internet or mobile service provider will apply. All entries are subject to verification at any time. Proof of submission does not constitute proof of entry. Sponsors will have the right, in their discretion, to require proof of identity and/or eligibility in a form acceptable to Sponsors (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsors in a timely manner may result in disqualification.

3. **WINNER SELECTION AND NOTIFICATION:** On or about January 10, 2025, two (2) potential prize winners will be selected in a random drawing conducted by Sponsors or their agent from among all eligible entries. The odds of being selected as a prize winner will depend on the number of eligible entries received. The potential winners will be notified by e-mail (sent to the e-mail address provided by the entrant when entering), or using other contact information provided by the potential winners, in Sponsors' discretion, and the potential winners must respond to Sponsors' initial notification attempt within 72 hours. The potential winners are subject to verification of eligibility and may, in Sponsors' discretion, be required to complete, sign and return to Sponsor an Affidavit of Eligibility/Release of Liability (as applicable, "Winner Verification Documents"), within three days of attempted delivery of same. Each potential winner may also in Sponsors' discretion be required to complete and return to Sponsors an IRS Form W-9 within three days of attempted delivery of same. If any potential winner cannot be reached or does not respond within 72 hours of the initial notification attempt or fails to complete, sign, and return any required Winner Verification Documents or IRS Form W-9 within three days of attempted delivery of same, or if any potential winner does not otherwise comply with these Official Rules and/or cannot accept the prize as awarded for any reason, then the potential winner may be disqualified and an alternate winner may, at Sponsors' discretion, be selected from among the remaining eligible entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected entrant).
4. **PRIZE:** Two (2) prizes will be offered. Each prize consists of one gift card to Target with a face value of \$50 USD. The approximate retail value of each prize is \$50 USD with a combined approximate retail value of \$100 USD. All prize details that are not expressly specified in these Official Rules will be determined by Sponsors in their discretion. Restrictions may apply. The prizes will be awarded if properly claimed. No substitution, cash redemption or transfer of the right to receive a prize is permitted, except in the discretion of Sponsors, which have the right to substitute a prize with a prize or prize component of equal or greater monetary value selected by Sponsors in

their discretion. The prizes consist only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prizes are the responsibility of the winners. The prizes are awarded “as is” and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded. Use of gift cards is subject to issuer’s terms and conditions. All federal, state and local taxes on the value of the prizes are the responsibility of the winners. An IRS form 1099 will be issued to each winner if required by law.

- 5. RELEASE AND LIMITATION OF LIABILITY:** By entering the Sweepstakes, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Sponsors and each of their affiliated organizations, all other entities involved in the development or operation of the Sweepstakes, all other entities involved in the provision of the prizes or any component of the prizes, and the directors, officers, employees and agents and contractors of each of the foregoing (collectively, the “Released Parties”) from and against any and all claims and causes of action of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the use of the Website, or the provision, acceptance or use of any prize or any component of any prize, including without limitation any and all claims and causes of action relating to any personal injury, death or property damage or loss sustained by any entrant or any other person. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Sweepstakes, the use of the Website or the provision, acceptance or use of any prize or any component of any prize. The Released Parties are not responsible for, and will not have any liability in connection with, any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes. The Released Parties are not responsible for, and will not have any liability in connection with, late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical error of any kind relating to the operation of the Website, communications or attempted communications with any entrant, the submission, collection, storage and/or processing of entries or the administration of the Sweepstakes. The Released Parties are not responsible for, and will not have any liability in connection with any Act of God, war, terrorism, accident, fire, strike, lock-out or other labor controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority, or other cause not reasonably within their control that may delay or prevent Sponsors from fulfilling their obligations pursuant to these Official Rules.
- 6. GENERAL RULES:** Sponsors have the right, in their sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or

timeframes stipulated in these Official Rules) and to cancel, modify or suspend this Sweepstakes at any time in their discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct or other cause beyond the control of Sponsors corrupts the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsors are not able to conduct the Sweepstakes as planned (including without limitation in the event the Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of the Sweepstakes, a notice will be posted on the Website and a random drawing will be conducted to award the prizes from among all eligible entries received prior to the time of termination. Sponsors have the right, in their sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsors' discretion, Sponsors determines or believes (i) has tampered with the entry process or has undermined the legitimate operation of the Website or the Sweepstakes by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other entrant or any representative of Sponsors or (iii) has attempted or intends to attempt any of the foregoing. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS HAVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsors have the right, in their sole discretion, to disqualify any entry that they believe may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" means the person who is assigned an email address by an internet provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to Sponsors, including, without limitation, government-issued photo identification) that he or she is the authorized account holder of the email address associated with the entry in question. All federal, state and local laws and regulations apply. All entries become the property of Sponsors and will not be verified or returned. By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules and the decisions of Sponsors, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

- 7. DISPUTES:** By entering the Sweepstakes, each entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action (Note: Some jurisdictions do not allow restricting access to class actions. This provision will not apply to entrants who live in such a jurisdiction); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes will be an action at law for the recovery of monetary damages only, and in no event will the entrant have the right to enjoin or otherwise interfere with the exercise by the Released Parties of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the entrants and Sponsors in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the District of Columbia. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the courts located in the District of Columbia, waiving any right to trial by jury, and each entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to any of the foregoing. In the event of any conflict between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.
- 8. USE OF INFORMATION:** By entering the Sweepstakes, each entrant agrees that information submitted via the Website in connection with the Sweepstakes will be subject to each Sponsors' Privacy Policy available at CAP: <https://www.americanprogress.org/cap-privacy-policy/>, NILC: <https://www.nilc.org/privacy-policy/>, UWD: <https://unitedwedream.org/privacy-policy/>, and UC-San Diego: <https://ucsd.edu/about/privacy.html> (the "Privacy Policy") and may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsors in connection with the administration of the Sweepstakes (including notification of the winner and provision of lists of winners when requested), and for purposes of providing products, services and information to the entrant.

9. **SPONSORS:** Center for American Progress (dacasurvey@americanprogress.org), National Immigration Law Center (ibarra@nilc.org), United We Dream Network (admin@unitedwedream.org), and Tom K. Wong (tomkwong@ucsd.edu).
10. **QUESTIONS:** If you have questions about these Official Rules or the Sweepstakes, please email them to [dacasurvey@americanprogress.org].