

Terms & Conditions

The following terms and conditions apply to the Edinboro Apartment Rentals, Edinboro Apartment Giveaway competition:

1. **Introduction:** Entrants must read and agree to these terms and conditions ("**Terms**") before entering this competition. By completing and submitting the competition entry via www.edinboroapartmentgiveaway.com (the '**Competition Website**'), entrants confirm that they accept these Terms. In the event of any conflict between information in these Terms and any other material, these Terms shall have precedence.
2. **Organizer:** The promoter and organizer of this competition is Darrow Place Apartments. ('**DAA**'), 238 ½ Darrow Road, Edinboro, PA 16412. The prize will be supplied by DAA.
3. **Prize:** There are two (2) prizes to be won. The prizes ('**Prize**') consist of one (1) school term accommodation at Darrow Place Apartments for the Competition Winner(s) subject to approval by DAA of the Resident at DAA's absolute discretion. Without limiting the generality of the foregoing, DAA reserves the right to not accept any one or more Residents (including the Competition Winner) for accommodation at Darrow Place Apartments.
4. **Scope and nature of prize:** The Prize consists solely of the items listed in clause 3 above. Each Prize is valid for one (1) adult living in an apartment at Darrow Place Apartments without being required to pay the relevant accommodation fees for such accommodation (valued up to \$6,000.00). In respect of the Prize includes a standard utility allowance that covers internet in units where provided by Landlord. All other costs and expenses including, without limitation, security deposit, electric, laundry, meals, telecommunications (other than internet provided), and cleaning costs shall be the sole responsibility of the Resident. The Prize, whether in whole or in part, is non-transferable, non-assignable, non-refundable, non-negotiable, and (subject to clause 15 below) non-substitutable. The Prize, whether in whole or in part, cannot be exchanged for cash, credit, or otherwise. All Prize accommodation will be subject to ongoing compliance by the Residents with the then-current Darrow Place Apartments Residential Agreement for accommodation in all respects except that the 'Accommodation Fees' specified in the Residential Agreement shall be waived by DAA.
5. **Availability and date restrictions:** All portions of the Prize are subject to availability. The Prize may be used for accommodation at Darrow Place Apartments during the 2018 academic year of the Edinboro University of Pennsylvania ("EUP") only and is subject to the following restrictions:
 1. Accommodation must commence no earlier than 08/22/20;
 2. Accommodation must terminate by 05/02/21.

If the Residents are unwilling or unable to use the Prize in accordance with the above restrictions, the Competition Winner shall be deemed to have forfeited the Prize.

6. **Entries:** The competition opens on October 16, 2019 at 12.01 am (EST) and closes on April 15, 2020 at 5.00pm (EST) (the '**Closing Date**'). Entries must be received by DAA by the Closing Date. DAA assumes no responsibility for any error, omission, interruption, deletion, defect, failure, malfunction, alteration, delay in delivery, operation or transmission, theft, or other circumstance of any kind, which may affect an entry or an entrant's participation in the competition. Any entry which DAA, in its sole discretion, deems to have manipulated the entry process or to be automated, incomplete, illegible, damaged, mutilated, forged, or otherwise tampered with in any way, will not be accepted. DAA reserves the right to verify the validity of any and all entries.
7. **Eligibility:** In order to be eligible to enter this competition, entrants must:
 1. Not be an employee (or immediate family member of an employee) of DAA, of any DAA related companies, advertising or promotional agencies, or of an approved tertiary education provider;
 2. Be eighteen (18) years of age or older as of 08/22/20;
 3. Be currently enrolled at EUP and carry a minimum of 12 credit hours for the Spring 2020 semester. Applicant must be at least a freshman status by Fall 2020 and enrolled at EUP.

For the purposes of this clause,

4. 'Immediate family' means parents, siblings, children, spouse, civil union partner, or de-facto partner of an individual;
8. **Entering:** To enter this competition, entrants must
 1. Complete and submit the online entry form available at the Competition Website (www.edinboroapartmentgiveaway.com) by the Closing Date.
 2. Complete a lease and submit a security deposit for a lease at DAA for the 2020/2021 school term for an additional three (3) entries by the Closing Date. Entries submitted by any other means will not be accepted. Each entrant must provide all information required on the entry form, including his or her correct name, phone number, and email address. Each entrant may submit only one (1) entry for this competition, highest entry submission will be chosen (maximum four (4) entries. A signed lease with a paid security deposit will automatically have (4) entries.
9. **No payment necessary:** No payment is necessary to enter this competition, but any costs associated with obtaining Internet access in order to visit the Competition Website shall be the sole responsibility of the respective entrants.
10. **Draw and notification of winner:** The winner will be drawn randomly DAA will attempt to notify the winner ('**Competition Winner**') in writing or other means by April 30, 2020 (the "**Notification Date**").
11. **Claiming the Prize:** The Competition Winner must, within one (1) week of the Notification Date:
 1. Claim his or her Prize in person by bringing proof of identity to DAA at 238 ½ Darrow Road, Edinboro, PA 16412.

If the Competition Winner does not claim the Prize within one (1) week of the Notification Date, the Competition Winner shall be deemed to have forfeited the Prize and DAA may draw a new winner by re-conducting the Prize draw.

The new winner will be deemed the Competition Winner. DAA will then attempt to notify the then-current (new) Competition Winner of the results of the Prize draw. The then-current (new) Competition Winner must then claim the Prize in accordance with (a) and (b) above within one (1) week of DAA attempting to notify the then-current Competition Winner, failing which the competition shall be at an end and the Prize shall remain the property of DAA.

12. **Residents' obligations:** In order for any individual who is chosen by the Competition Winner to participate in the Competition Winner's Prize, such individual must agree to these Terms (including, without limitation, terms and conditions that apply to the Residents). If that individual is unable or unwilling to agree to these Terms, that individual shall not be entitled to participate in the Prize, and the Competition Winner must select a different individual who is willing and able to agree to these Terms. Each Resident (including the Competition Winner) is required to accept the terms of the Residential Agreement as a condition of using the Prize. Without limiting the generality of the foregoing, each Resident shall at all times must comply with the 'House Rules' (as described in the Residential Agreement). Failure by any Resident to comply with the Residential Agreement will entitle DAA to exercise any one or more of the remedies available to DAA in the Residential Agreement.
13. **DAA's rights regarding Residents:** Notwithstanding the fact that the Competition Winner may win the competition or claim the Prize and notwithstanding any acts or omissions of the Competition Winner, DAA, or the individuals chosen by the Competition Winner, DAA will at all times retain absolute discretion regarding which persons are entitled to reside at DAA. For the avoidance of doubt, neither the Competition Winner nor any of the individuals chosen by the Competition Winner shall be entitled to reside at DAA without DAA 's express written approval. Such approval may be withdrawn by DAA at any time for any or no reason including, without limitation, any breach by any Resident or these Terms or the Residential Agreement.
14. **Decisions:** DAA 's decisions regarding all aspects of this competition including, without limitation, decisions regarding the eligibility of entries, the conduct of the competition, the operation of the prize draw, the interpretation of these Terms and the allocation of the prize, are final. No correspondence will be entered into. To the maximum extent permitted by law:
 1. No decisions DAA may be challenged on any grounds, including (without limitation), due to any alleged or actual failure of DAA to act reasonably, fairly, in good faith, or otherwise in accordance with the principles of procedural fairness; and
 2. DAA 's decisions will remain binding and conclusive even if those decisions were allegedly or actually wrong or based on any factual error or otherwise based on any unreasonable, irrational, or irrelevant consideration.

15. **Cancellation, changes or substitution:** DAA reserves the right to cancel this competition, or to change any condition of this competition, without notice. DAA reserves the right to substitute the Prize or any part of the Prize (due to unavailability or for any other reason) with a different Prize or part of the Prize of equal or greater monetary value.
16. **Publicity:** The Residents agree to be interviewed and photographed and agree to be available for interviewing, photography and for other public relations and promotional activities associated with this competition, as required by DAA. The Residents consent to their names, photographs and likenesses being recorded, reproduced, published, copied, communicated and otherwise used by DAA for advertising, publicity and promotional purposes in any television program, video recording, or printed or electronic materials throughout the world, in perpetuity, and without the need for any compensation other than the Prize.
17. **Ownership:** All entries (including all copyright and other intellectual property rights that may subsist therein) shall become the property of DAA and may be copied, published, adapted, communicated, and used by DAA for any purpose (including, without limitation, future promotional, public relations, and sales development activities) without the need to obtain the permission of, or to compensate, any entrant.
18. **Liability:** Acceptance and use of the Prize is at the Competition Winner's own risk and is his or her responsibility. To the maximum extent permitted by law, DAA (and its subsidiaries, related companies, associated entities, employees, contractors and agents) shall not be liable for any personal injury, loss, damage (whether direct or indirect), cost, or expense howsoever caused (including through negligence or breach of statutory duty) arising out of or in connection with:
1. This competition, the Prize, or the claiming or use of the Prize;
 2. The acts or omissions of DAA; or
 3. Any or other event or occurrence beyond the control of DAA.
19. **Warranties:** To the maximum extent permitted by law, DAA (and its subsidiaries, related companies, associated entities, employees, contractors and agents) disclaim all guarantees, warranties, and representations of any kind (whether express, implied or statutory) in respect of this competition, the Prize, and the claiming and use of the Prize.
20. **Privacy:** Personal information provided by each entrant may be:
1. Stored, used, and disclosed by DAA for the purposes of conducting the competition and supplying the Prize;
 2. Stored, used, and disclosed by DAA for additional purposes (such as research, promotion, or marketing activities to provide entrants with information and promotional material),

but will not otherwise be used or disclosed by DAA, except as required or permitted by other applicable laws. An entrant may request access to, or correction of, information held by DAA about that entrant by contacting Darrow Place Apartments, 238 ½ Darrow Road, Edinboro, PA 16412.

21. **Service Providers:** In addition to these Terms, the providers of any goods and services that may form part of the Prize ('**Service Providers**') might impose additional terms and conditions in relation to the supply of those goods and services. The Residents acknowledge and agree that the Service Providers are independent contractors of DAA and

are not the agents or principals of DAA. DAA (and its subsidiaries, related companies associated entities, employees, contractors and agents) shall have no responsibility or liability for any:

1. Acts or omissions of a Service Provider;
 2. Non-delivery, default, or cancellation of any part of a Prize, by a Service Provider;
 3. Inaccurate, incomplete, or out-of-date information supplied by a Service Provider;
 - or
 4. Dissatisfaction with any goods or services supplied by a Service Provider.
22. **Risks:** Acceptance and use of the Prize is at the Residents' own risk and is their responsibility. The Residents are aware that using the Prize might involve certain risks including (without limitation) the risk of property damage or personal injury. The Residents understand the nature and extent of these risks and agree to use the Prize at their own risk.
23. **Taxes:** The Competition Winner shall be solely responsible for the payment of any taxes that apply to, or arise from, the Prize. The Competition Winner is advised to seek independent financial advice prior to accepting the Prize.
24. **Governing Law:** This competition and these Terms shall be governed by United States law and the courts of the United States shall have non-exclusive jurisdiction to hear and determine all issues and disputes that may arise in relation to this competition or these Terms. Entrants submit to the jurisdiction of the United States courts and agree that the United States courts are a convenient forum in which to resolve any issue or dispute arising out of or in relation to this competition.