

# 2018 SOUTH STATE BANK SIDELINE KID SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED BY EACH CUT-OFF DATE THROUGHOUT THE ENTRY PERIOD. VOID WHERE PROHIBITED BY LAW. ALL ENTRANTS AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION.**

Sponsor: South State Bank, 520 Gervais Street, Columbia, SC 29201 (“Sponsor”).

Promotional Partner: Gamecock Sports Properties, LLC, 540 North Trade Street Winston-Salem, NC 27101 (“Promotional Partner”).

Entrant: Parent or Legal Guardian submitting an entry for his or her child to participate as the South State Bank Sideline Kid.

Participant: A child whose Parent or Legal Guardian has submitted an entry for him or her to participate as the South State Bank Sideline Kid.

This 2018 South State Bank Sideline Kid Sweepstakes (“Sweepstakes”) is governed by these Official Rules (herein so called). By participating in this Sweepstakes, each Entrant and Participant hereby agrees to abide by these Official Rules, including all eligibility requirements, and understands the results of this Sweepstakes, as determined by Sponsor, are final in all respects.

### **1. Description of Sweepstakes/Participation.**

**(a) Entry Period.** This Sweepstakes’ entry period shall begin at 12:00 a.m. Eastern Time (“ET”) on August 23, 2018 and end at 6:00 p.m. ET on November 9, 2018 (“Entry Period”).

**(b) Eligibility/Limitations.** At the time of entry, each Participant must be a legal resident and physically located in one (1) of the fifty (50) United States or the District of Columbia. As of the date of each Game (defined below), each Participant must be between the ages of 6 and 13 years old and have not started his or her freshman year of high school. Employees of Sponsor and Promotional Partner, as well as their advertising agencies, including members of their immediate family, are not eligible to participate in this Sweepstakes. The term “immediate family” shall mean spouses, siblings, parents, children, grandparents and grandchildren, whether as “in-laws” or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing in the same household whether or not related.

**(c) How to Enter.** A parent or legal guardian must complete and submit an entry form in-branch at any South Carolina South State Bank Branch or online at [www.SouthStateBank.com](http://www.SouthStateBank.com) on behalf of his/her child. Limit of one (1) entry per child

during the Entry Period. Any additional entries beyond the specified limit, and any entries that do not otherwise comply with these Official Rules, are void. Entries in excess of the stated limit, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with these Official Rules may be disqualified from this Sweepstakes at Sponsor's sole discretion. Entries submitted on behalf of Participants who do not meet the eligibility requirements are void. Entries, which do not follow all the instructions or abide by these Official Rules or other Sponsor instructions, may be disqualified. All entries will become Sponsor's property and will not be returned.

**(d) Random Drawing and Odds.** Sponsor will randomly select one (1) potential winner, from among eligible entries, by 3:00 pm Eastern Standard Time each Monday preceding a 2018 University of South Carolina regular-season home football game ("Drawing Date").

All eligible entries received by 6:00 pm Eastern Time the Friday ("Cut-Off Date") immediately preceding each selection Monday will be included in the applicable Drawing Date's random drawing. Any eligible entry not selected in such drawing automatically will make the Cut-Off Date for inclusion in the immediately subsequent random drawing. Odds of winning depend on the total number of eligible entries received by the applicable Cut-Off Date.

Each potential winner will be (i) contacted by Promotional Partner, via telephone and/or e-mail (as stated on the entry form), (ii) required to respond to Promotional Partner within 24 hours of such contact and provide proof of eligibility. If a potential winner does not respond to Promotional Partner within such 24-hour period and/or provide proof of eligibility, then he/she will be disqualified and another eligible entrant will be randomly selected, as necessary, to take his/her place. Each winner's parent/legal guardian will be required to sign an affidavit and liability release, which he/she must return to Promotional Partner (via fax, email, or in person) within 24 hours after he/she accepts his/her prize (as detailed below). Each winner will be required to attend the immediately upcoming University of South Carolina 2018 regular-season football home game (in Columbia, SC) as the South State Bank Sideline Kid (see below), arriving at least three (3) hours prior to kickoff. Transportation to and from the Game will be each winner's individual responsibility.

**2. Prize.** Ultimately, there will be seven (7) winners selected in this Sweepstakes (as noted above), each of whom will win a prize consisting of the following: (i) four (4) tickets to a University of South Carolina 2018 regular-season football home game ("Game"); (ii) four (4) pre-game sideline passes for the Game; and (iii) the opportunity for Participant to run on the field at Williams Brice Stadium to collect the tee after the Game's opening kickoff, as such Game's designated South State Bank Sideline Kid. The approximate retail value ("ARV") of each prize package is between \$140 and \$360, depending on the value of the Game tickets (a single ticket will be between \$35 and \$90 depending on the Game with which it is associated).

**3. Prize Conditions.** All prize details will be determined, in the sole and absolute discretion of Sponsor and Promotional Partner. No compensation will be paid in lieu of a lost prize or a cancelled or postponed Game. Each winner is strictly prohibited from auctioning, trading or otherwise transferring his/her prize unless Sponsor expressly consents in writing. All Game tickets are subject in all respects to the terms and conditions set forth thereon and any requirements of Williams Brice Stadium. Each winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes), regardless of whether they, in whole or in part, are used. The ARV of a prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner may be required to provide Sponsor and/or Promotional Partner a valid social-security number before the prize will be awarded for tax-reporting purposes. An IRS Form 1099 may be issued in the name of the winner for the actual value of the prize received. All costs and expenses associated with the prize acceptance and use not specified herein as being provided are each winner's sole responsibility. The prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor, at its sole discretion, reserves the right to substitute the prize (or any portion thereof) with a prize of comparable or greater value. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Released Parties (as defined below) will have no further obligation with respect to such prize or portion thereof. No more than the stated number of prizes will be awarded. Released Parties are not responsible for and no winner will receive the difference, if any, between the actual values of his/her prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related materials.

Released Parties disclaim all liability for any delay, loss or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method; for any illegible, mutilated, postage due, or misdirected entries; or for entries not received by the applicable Cut-Off Dates. Nor are they responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppages or any other natural disaster outside their control that may cause the cancellation or postponement of any prize. A prize may not be resold or offered for resale. Any such resale may result in disqualification and prize forfeiture.

**4. Publicity. Use of Personal Information.** By permitting his/her child's participation in this Sweepstakes, each parent/legal guardian (i) grants Sponsor and/or Promotional Partner exclusive permission to use such child's name, character, photograph, voice and likeness in connection with/promotion of this Sweepstakes and (ii) waives claims to any royalty, right or remuneration for any such use. Additionally, by permitting his/her minor child's participation in this Sweepstakes, each such child's parent/legal guardian agrees Sponsor and/or Promotional Partner may disclose to third parties such child's personal information obtained in this Sweepstakes and use such information for marketing and other purposes.

**5. Release.** By permitting his/her child to enter this Sweepstakes, each such child's parent/legal guardian waives any and all claims of liability against Sponsor, Promotional

Partner as well as the University of South Carolina, including each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representative and advertising and promotion agencies, and any and all other companies associated with this Sweepstakes, and all of their respective officers, directors, employees, agents, insurers, and representatives ("Released Parties"), for any personal injury, damage or loss, which may occur, directly or indirectly, in whole or in part, from participation in this Sweepstakes or from the receipt or use of a prize (or portion thereof) or any travel or activity related to the receipt or use of a prize (or portion thereof). Each entrant must submit proof of eligibility and sign an official waiver form provided by Promotional Partner in order to participate in this Sweepstakes and claim a prize.

**6. Decisions.** By permitting his/her minor child to participate in this Sweepstakes, each such parent/legal guardian agrees his/her child will be bound by Sponsor's decisions. Sponsor reserves the right to disqualify any entrant and may refuse to award any prize to a potential winner who is ineligible or who Sponsor believes has violated any rule, gained any unfair advantage in participating in this Sweepstakes or been selected as a winner via fraudulent means. Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning them, and all of its decisions are final. If the conduct or outcome of this Sweepstakes is affected by human error, any mechanical malfunction or failure of any kind, intentional interference or any event beyond Sponsor's control, then Sponsor reserves the right to terminate this Sweepstakes, or make such other decisions regarding this Sweepstakes' outcome as Sponsor deems appropriate. All decisions Sponsor makes are final. Sponsor may waive any of these Official Rules in its sole discretion.

**7. Miscellaneous.** Void where prohibited. Odds of winning depend upon the number of eligible entries received by each Cut-Off Date. Sponsor may substitute prizes, amend the rules or discontinue this Sweepstakes at any time. Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of this Sweepstakes. Written copies of these Official Rules will be available throughout the Entry Period (as noted above) during normal business hours at Promotional Partner's South Carolina business office, 1125 George Rogers Boulevard, Columbia, South Carolina 29208. To receive a list of winners, send a stamped self-addressed envelope, by or before December 1, 2018 to Gamecock Sports Properties, LLC, at 1125 George Rogers Boulevard, Columbia, South Carolina 29208.

**8. Governing Law.** This Sweepstakes and these Official Rules shall be interpreted and governed by South Carolina law without reference to the conflicts of law principles thereof.

**9. Waiver of Jury Trial.** **SPONSOR, PROMOTIONAL PARTNER, ENTRANT, AND PARTICIPANT HEREBY KNOWINGLY WAIVE THEIR RIGHT TO A JURY TRIAL. All claims, disputes and other matters in question between Entrant, Participant, Sponsor and/or Promotional Partner and their respective affiliates shall be tried to a judge sitting without a jury. This waiver includes but is not limited to those disputes arising out of, or relating to, the Sweepstakes, the Official Rules, or the**

**validity, interpretation, enforceability or breach thereof and any claims arising under federal, state or common law.** Any such non-jury judicial proceeding arising out of or related to the Sweepstakes or these Official Rules shall be instituted and maintained in the federal or state courts for Richland County, South Carolina and each entrant submits to the exclusive jurisdiction of such courts. Each entrant further agrees to comply with all requirements necessary to give such courts *in personam* jurisdiction. The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to the Sweepstakes or these Official Rules.