



\$100 Gift Card Instagram Giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Eligibility. This \$100 Gift Card Giveaway Sweepstake (“Sweepstake”) is open to all natural persons who are at least 13 years old at time of entry. The Sweepstake is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

Agreement to Rules. By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Fabretto Children’s Foundation, as final and binding as it relates to the content. The Sweepstake is subject to all applicable federal, state and local laws.

Sponsorship. The Sweepstake sponsor is Fabretto Children’s Foundation (“Sponsor”), located at Puma MITRAB, 500 metros abajo, Managua, Nicaragua. Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstake, including without limitation, the immediate family members of such individuals, are not eligible to participate. Sponsor will conduct the Sweepstake substantially as described in these Official Rules.

Entry Period. This Sweepstake begins on March 19, 2019 at 12:01 AM EST and ends on March 26, 2019 at 11:59 PM EST (“Entry Period”).

How to Enter. During the Entry Period, visit the Sponsor’s Instagram page (@fabrettofoundation), follow the page, like the Giveaway post located [here](#), and tag three friends in a comment below said post. (NOTE: You must complete all 3 steps to enter). You must be the owner of the email account associated with the Instagram account from which your entry is made.

Limitations on Entries. LIMIT ONE ENTRY PER PERSON PER Sweepstake PERIOD. No third party entry or entry through any Sweepstake service is permitted. Any person who attempts or otherwise encourages the entry of multiple or false accounts under multiple identities or uses any device or artifice to enter or encourage multiple or false entries, as determined by Sponsor, will be disqualified. Use of robotic entry devices is strictly prohibited.

Grand Prize. One \$100 Amazon Gift Card. Winner agrees to accept the Grand Prize “as is” and entrants hereby acknowledge that neither Sponsor nor Administrator is in any manner



responsible or liable for any warranty, representation, or guarantee relative to the Grand Prize, including warranties provided exclusively by a prize supplier. Retail value of the Grand Prize is \$100.00.

No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, Instagram username, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

Winner selection and notification. Winner of the Sweepstake will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via direct message on Instagram within five (5) days following the winner selection. Fabretto Children's Foundation shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 72 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

Prize will be sent to winner by email within fourteen (14) days after winner has been notified, accepted the prize, and completed the Winner's Declaration and Release Agreement. If prize is returned as undeliverable, then prize will be forfeited and another winner will be randomly drawn.

Odds. The odds of winning will depend on the number of eligible entries received, according to the eligibility requirements in the Sweepstake.

WARNING: ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE Sweepstake, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

General Terms. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstake should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstake. In such case, Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers



or attempts to tamper with the entry process or the operation of the Sweepstake or website or violates these Terms & Conditions.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstake, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstake rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstake may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

Limitation of Liability: By entering you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstake and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

Sponsor reserves the right, at its sole discretion, to refuse, disqualify or withdraw any entry at any time. Sponsor will not be responsible for any injury, damage or loss of any kind arising out of your participation in the Sweepstake. YOU AGREE TO RELEASE, DISCHARGE, AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND ASSIGNS FROM AND AGAINST ANY OR ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE Sweepstake. Except where prohibited by law, by accepting prize, winner grants Sponsor a perpetual, worldwide, royalty-free license to use winner's name, photograph, voice, and/or likeness without further authorization, compensation, or remuneration of any kind for advertising, promotion and other publicity purposes in any and all media now or hereafter known throughout the world.

Disputes. THIS Sweepstake IS GOVERNED BY THE LAWS OF NICARAGUA AND MANAGUA, MANAGUA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstake, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstake, shall be resolved individually, without resort to any form of class action, exclusively before a court located in MANAGUA, MANAGUA having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys'



fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstake), and participant further waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Fabretto Children's Foundation website. To read the Privacy Policy, click [here](#).

Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, you may send an email to info@fabretto.org with your request. Requests must be received no later than April 30, 2019.

This promotion is in no way sponsored, endorsed or administered by, or associated with Amazon, Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of this Sweepstake and not to Amazon, Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google.