



Girl Scouts of the USA's Cookie Pro 2018 Contest Official Rules ("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE AN ENTRANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. CONTEST DESCRIPTION

The Cookie Pro 2018 Contest ("the Contest"), sponsored by Girl Scouts of the United States of America ("GSUSA"), is open to registered Girl Scout girl members participating in the Girl Scout Cookie Program from participating Girl Scout councils ("Entrants"). To enter the Contest, Entrants must visit girlscouts.org/cookiepro and complete an entry form, submit a personalized version of their Girl Scout Cookie Pro Résumé, and submit a personal photo. Six (6) winners will be selected among the Entrants who submit and comply with all of the terms and conditions of these Official Rules ("Prize Winners"). The Prize Winners will win an all-expenses-paid trip to New York City (the Cookie Entrepreneur Experience) and be featured on GSUSA's iconic Girl Scout Cookie boxes (the "Prize"). Section 7 below provides more details on the Prize.

2. CONTEST PERIOD

The contest period starts on January 2, 2018, at 12:00 a.m. ET and ends on April 30, 2018, at 11:59 p.m. ET ("Promotional Period"). GSUSA's clock is the official clock and sole determinant for the purposes of a valid entry in the Contest.

3. ELIGIBILITY

The Contest is open only to registered Girl Scout Cookie sellers from participating councils who are legal residents of one of the 50 U.S. states, the District of Columbia, or Puerto Rico who are 18 years old or older as of the date of entry. If the potential Prize winners are under 18 years old (or under 19 years old in Nebraska and Alabama), they must have parental approval to enter the contest and claim the Prize, which includes the winners' parent or guardian providing permission to use the submission and providing a publicity release consistent with Sections 9 and 10 below. The Contest is void where prohibited by law.

4. HOW TO ENTER

TO PARTICIPATE, ENTRANTS MUST:

- Be registered Girl Scout Cookie sellers from a [participating council](#)
- Complete the corresponding Girl Scout grade-level Cookie Pro Résumé survey from



- girlscouts.org/cookiepro, along with a personal photo.
- Be able to travel to New York City for the Cookie Entrepreneur Experience scheduled for a weekend in July 2018, to be recognized as a Top Cookie Pro 2018 and to be featured on the iconic Girl Scout Cookie boxes. Exact travel dates will be available May, 2018.

The Contest is limited to one (1) entry per registered Girl Scout Cookie seller from [participating Girl Scout councils](#) during the promotional period.

Any other attempted form of online entry is void and will not be accepted. GSUSA has the sole discretion to disqualify and remove Entrants from the pool of eligible entries based on submissions that GSUSA deems to be obscene, indecent, or inappropriate. By submitting an entry, Entrants (and, if minors, their parent or legal guardian) hereby agree to the terms and conditions set forth in these Official Rules.

5. PHOTOGRAPH SUBMISSION GUIDELINES

Submitted photographs must be the original work of the Entrants, must not have won previous awards, must not have been published previously, must not infringe upon any third party's rights, and must be suitable for publication (i.e., not obscene or indecent). Entrants (and, if minors, their parent or legal guardian) agree not to submit any photos in which another person or entity owns any copyright, trademark, patent, trade secret, moral right, or other proprietary right (or where a recognizable product that is protectable by copyright or trademark appears). Such entries shall not be eligible to win this contest. If a photograph includes a person other than the Entrant (or any other material or elements not owned by the Entrant and/or subject to rights of third parties), then the Entrant is responsible for obtaining any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules. By submitting the photograph, you are authorizing use of the photograph in GSUSA's promotional materials, without compensation to you, or any further permission, or notification, unless prohibited by law. All written releases so obtained by Entrants must be provided to GSUSA in the form provided by GSUSA. Entrants who are selected as potential Contest winners shall not be named the Contest winners unless and until all such releases have been provided to GSUSA. BY SUBMITTING A PERSONAL PHOTO, THE ENTRANT REPRESENTS AND WARRANTS THAT SHE HAS ALL RIGHT, TITLE, AND INTEREST NECESSARY TO GRANT GSUSA THE WORLDWIDE, IRREVOCABLE, AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH PHOTOGRAPH IN ANY WAY.

6. WINNER DETERMINATION

All submissions will be evaluated based on Entrants' personalized Cookie Pro Résumé entries by Girl Scout grade level (Girl Scout Daisies, Girl Scout Brownies, Girl Scout Juniors, Girl Scout Cadettes, Girl Scout Seniors, and Girl Scout Ambassadors). Each submission should include two



fully completed sections, which will be evaluated based on a two-tier system. Tier I will be based on a series of multiple-choice questions to be answered based on grade level and evaluated by a computerized scoring system, which will select 36 finalists with the top scores—six per Girl Scout grade level—to move forward for Tier II evaluation. Tier I will include four sections focusing on 1) skills learned and experiences gained; 2) troop, mentor, and customer interactions; 3) selling techniques and performance; and 4) investment of cookie earnings.

In the event of tied scores, GSUSA will determine the finalists based on Entrants' cookie sales history and how many Girl Scout Badges or Leaves earned. Once 36 finalists are chosen, they will move on to Tier II evaluation, which will consist of a series of open-ended questions and statements from which a panel of judges will choose one Top Cookie Pro 2018 per Girl Scout grade level for a total of six (6) winners.

Two runners-up will be selected for each Girl Scout grade level, in case a winning Top Cookie Pro 2018 is unable to travel to New York City for the Cookie Entrepreneur Experience scheduled for July 2018. Winners will be notified via email within three (3) business days of the selection and will have three (3) business days to claim their Prize by sending an email to gscookiepro@girlscouts.org. Winners will also have to comply with all of the terms and conditions of these Official Rules before being awarded the Prize. If winners do not claim their prize within three (3) business days or do not comply with all of the terms and conditions of these Official Rules, GSUSA will select new winners from among the runners-up within three (3) business days of the original winners' disqualification. This process will be repeated until there is a selection of winners who have claimed their Prize within three (3) business days of being notified and who have complied with all of the terms and conditions of these Official Rules. GSUSA's decisions about the Contest's administration and operation and the selection of the potential winners are final and binding in all matters related to the Contest.

7. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV")

There will be six (6) winners travelling with one adult chaperone for an all-expenses-paid trip to New York City (the Cookie Entrepreneur Experience) with an ARV of \$2,500 (accommodations, roundtrip airfare, roundtrip airport to hotel transfers, meal stipends, and other activities as organized by GSUSA). During the trip, each winner will be recognized as a Top Cookie Pro 2018 and be featured on GSUSA's iconic Girl Scout Cookie boxes. The Prize is not transferable or assignable. The Prize is limited to that specified above; all other unspecified costs, fees, and expenses associated with the Prize's award, receipt, and use are solely the responsibility of the winners. Any and all federal, state, and local taxes and fees associated with Prize receipt and/or use, if any, are the sole responsibility of the winners.

8. OFFICIAL CLOCK AND USE OF INTERNET

GSUSA's computer will be the official clock for the Contest. GSUSA and its respective parent companies, subsidiaries, and affiliates (and their respective advertising, promotion, and



production agencies) are not responsible for:

- technical, hardware, software, or telecommunications malfunctions of any kind;
- lost or unavailable network connections;
- failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the sender;
- any of the equipment or programming associated with or used in the Contest that may limit the ability to participate (including but not limited to defects, errors, and malfunctions); and
- Any error that may occur in the entry process or during the Contest.

Without limiting the foregoing, GSUSA and its respective parent companies are not responsible for electronic communications or emails not received because of email filtering, virus protection, other protective devices and apparatuses, or any other cause.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, GSUSA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH AN INDIVIDUAL FROM THE CONTEST, IF APPLICABLE). Without limiting the foregoing, for any reason (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of GSUSA that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest and renders the Contest incapable of being conducted as described in these Official Rules), GSUSA shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest in whole or in part. In such an event, GSUSA shall make the Prize available in a manner determined by GSUSA in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. Notice of such action by GSUSA will be posted on its website.

9. INTELLECTUAL PROPERTY AND GRANT OF LICENSE IN MATERIALS SUBMITTED

With respect to Contest submissions of the Girl Scout Cookie Pro Résumé and photographs, Entrants (and, if minors, their parent or legal guardian) grant to GSUSA, its parent companies, subsidiaries, affiliates, and licensees the following royalty-free, nonexclusive, perpetual, worldwide, and irrevocable license rights:

- to reproduce, distribute, publicly display or otherwise publish, and create derivative works containing a submitted photograph in connection with the Contest and promotion of the Contest, or future Contest, in any media now or hereafter known, including, but not limited to display on GSUSA's website and social media or publication in GSUSA's newsletters, marketing collateral, articles highlighting entries or winners of the Contest, or other GSUSA materials; and
- to register or use copyright notices, in the name of GSUSA, in connection with GSUSA



works in which a submitted photograph appears.

Entrants also waive any right to inspect or approve any such use of their submitted photographs or resumes, moral rights, or rights to attribution. Entrants agree, where permitted by law, to sign any documents necessary to effect this license grant. Entrants understand and agree that display or publication of their submitted photograph on GSUSA's website or social media pages does not indicate that the individual or group who submitted a particular photograph will be selected as a winner, and GSUSA will not be required to pay any additional consideration or seek any additional approval in connection with such use.

10. PRIVACY

By submitting an entry, Entrants (and, if minors, their parent or legal guardian) agree that 1) GSUSA may post their names and promotional content, if applicable, on GSUSA's website, on social media pages, or in other promotional materials and 2) GSUSA may publicize information about Entrants or Prize winners. GSUSA may also use Entrants' personal data, such as their name and email address, for marketing communications. To opt out of receiving future promotional communications from GSUSA, Entrants may write to GSUSA at 420 Fifth Avenue, New York, NY 10018-2798.

11. FAILURE TO COMPLY WITH OFFICIAL RULES

Without limitation, potential Prize winners and Prize winners may be disqualified with the Prize forfeited because of any of the following:

- They fail to comply with any of the terms, conditions, restrictions, or limitations of these Official Rules
- They are found to be ineligible
- They fail to respond to the prize notification within three (3) business days after its transmission or mailing
- The return of three (3) attempted email notifications as undeliverable
- They fail to submit permissions and releases required by these Official Rules within five (5) days of receipt, except where prohibited by law
- The parent of a potential Prize winner who is under 18 years of age does not provide signed parental approval to claim the prize

12. INDEMNIFICATION

By submitting an entry, Entrants (and, if minors, their parent or legal guardian) agree to: comply and be bound by these Official Rules and the decisions of GSUSA, which are binding and final in all matters relating to the Contest and release, discharge, indemnify, and hold harmless GSUSA and its respective parent companies, subsidiaries, affiliates, councils, related companies, and advertising and promotion agencies, as well as the directors, officers, employees, shareholders,



and agents of each, or any other organization responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest from and against any and all claims, expenses, liability, injury, death, loss, or damages to Entrants or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of their participation in the Contest (or related activities) or their acceptance, possession, or use or misuse of the Prize, or from any delay in receiving any prize awarded.

Entrants' obligations to indemnify GSUSA include actions arising from any allegation that any Cookie Pro Résumé or photograph that Entrants submit via the Contest infringes or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party or any other violation of these Official Rules.

By submitting an entry, Entrants agree that they have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against GSUSA and its parent companies, subsidiaries, councils and affiliates, as well as its respective officers, directors, employees, and agents in connection with the Contest. Entrants acknowledge and agree that GSUSA and its parent companies, subsidiaries, and affiliates, as well as their respective officers, directors, employees, and agents do not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the noninfringement or protection of any copyright, trademark, patent, or any other claimed right or interest in submitted photographs.

13. LIMITATION OF LIABILITY

GSUSA is not responsible for: lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online system, computer equipment, website, server provider, network, hardware, or software; the unavailability or inaccessibility of any website or service; unauthorized intervention in any part of the entry process or the Contest; or printing, typographical, electronic, or human errors that may occur in the offer or administration of the Contest or the processing of entries.

Entrants (and, if minors, their parent or legal guardian) agree that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees. Entrants waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY.

BY PARTICIPATING IN THE CONTEST, ENTRANTS AGREE THAT THE RELEASED PARTIES 1) MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN



LAW, RELATING TO THE CONTEST AND/OR THE PRIZE AND 2) DISCLAIM ANY IMPLIED WARRANTY.

14. GOVERNING LAW/JURISDICTION:

The Contest is governed by the laws of the State of New York (excluding its principles of conflicts of laws/choice of laws), with venue in New York City, and all claims must be resolved individually (NOT PART OF A CLASS) in the appropriate state and federal courts of New York City. By participating, Entrants agree to the exclusive jurisdiction of such courts. GSUSA's failure to enforce any provision of these Official Rules shall not constitute the waiver of such a provision.

15. SEVERABILITY

If any provision(s) of these Official Rules is held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

16. RULES/WINNER LIST REQUESTS

The Official Rules (available during the promotional period) and Prize winners (available after June 30, 2018) may be obtained by mailing a request to the following address: Girl Scouts of the USA, 420 Fifth Avenue, New York, NY 10018-2798.