

**Spring 2022 ICAM Random Draw Promotion  
Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. ENTRY INTO THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. VOID IN BELGIUM, BRAZIL, CHILE, CRIMEA, CUBA, HONG KONG, IRAN, ISRAEL, ITALY, MALAYSIA, NORTH KOREA, POLAND, PORTUGAL, RUSSIA, SAUDI ARABIA, SINGAPORE, SUDAN, SYRIA, TURKEY, UNITED ARAB EMIRATES, THE FOLLOWING TERRITORIES OF UKRAINE (I.E., CRIMEA, DONETSK (DNR), AND LUHANSK (LPR)), AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. BINDING AGREEMENT.** These Official Rules (“Rules”) will provide you with the information you need to successfully enter the **Spring 2022 ICAM Random Draw Promotion (“Promotion”)**. These Rules form a binding contract between Graduate Management Admission Council, and you as an entrant into the Promotion. By entering the Promotion or otherwise participating in the activities on the Promotion website, you agree to be bound by these Rules. If you breach a provision of these Rules, you will forfeit your entry into the Promotion. All decisions of Sponsor (defined below) on all matters pertaining to the Promotion are final and binding. If you have questions, please contact Sponsor at [customercare@gmac.com](mailto:customercare@gmac.com).

**2. ELIGIBILITY.** To be eligible to enter the Promotion and/or receive a prize, as of the beginning of the Term (defined below), you must: (i) be above the age of majority in your place of residence; (ii) have a valid email address and Internet access; and (iii) submit an entry as described below. Residents of Belgium, Brazil, Chile, Crimea, Cuba, Hong Kong, Iran, Israel, Italy, Malaysia, North Korea, Poland, Portugal, Russia, Saudi Arabia, Singapore, Sudan, Syria, Turkey, United Arab Emirates, and the following territories of Ukraine (i.e., Crimea, Donetsk (DNR), and Luhansk (LPR)) are not eligible to enter or win a prize. Employees, officers, and directors of Graduate Management Admission Council, affiliates, franchisees, subsidiaries, and agencies, and their immediate families (parents, siblings, children, and spouses of each, regardless of where they live) and those living in the households of such employees, officers, and directors (whether related or not), are not eligible to participate in the Promotion or win a prize. VOID IN BELGIUM, BRAZIL, CHILE, CRIMEA, CUBA, HONG KONG, IRAN, ISRAEL, ITALY, MALAYSIA, NORTH KOREA, POLAND, PORTUGAL, RUSSIA, SAUDI ARABIA, SINGAPORE, SUDAN, SYRIA, TURKEY, UNITED ARAB EMIRATES, THE FOLLOWING TERRITORIES OF UKRAINE (I.E., CRIMEA, DONETSK (DNR), AND LUHANSK (LPR)). AND WHERE PROHIBITED OR RESTRICTED BY LAW. This Promotion is subject to all applicable federal, national, state/provincial, and local laws and regulations, including applicable economic sanctions and other international trade regulations.

**3. TERM.** The Promotion will begin at 5:30PM CST on Sunday, April 24, 2022, and end at 4:00PM CST on Monday, April 25, 2022 (the “Term”). Sponsor’s computer, or that of its designee, shall serve as the official timekeeper for the Promotion. Participants are responsible for determining appropriate start and end times in their local time zone.

**4. SPONSOR.** Graduate Management Admission Council P.O. Box 2969, Reston, VA 20195, USA, is the sponsor of the Promotion (“Sponsor” or “GMAC”).

**5. TO ENTER TO WIN.** NO PURCHASE IS NECESSARY TO ENTER TO WIN. To enter the Promotion during the Term, you must submit your entry as follows:

- (1) Register to attend and attend the 2022 AACSB ICAM Conference in New Orleans, United States from Sunday, April 24 to Tuesday, April 26, 2022.
- (2) By Monday, April 25<sup>th</sup> at 4:00 PM CST submit your business card or contact information by adding it to the fishbowl located at Booth #101 in the Exhibit Hall. Winners must be present at the conference location to win and will need to pick up the prize as specified herein.

LIMIT: Entry to this Promotion is limited to one (1) entry per person. All entries discovered to have been submitted by the same individual will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for: (i) lost, late, incomplete, invalid, illegible, or misdirected entries, which will be disqualified; (ii) failed, partial, or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, hardware, or software; or (iv) any error, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any entry not in compliance with these Rules.

In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. **“Authorized account holder”** is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A selected entrant may be required to provide Sponsor with proof that they are the authorized account holder of the email address associated with the selected entry.

**6. ELECTRONIC COMMUNICATIONS.** By participating in the Promotion and submitting your Promotion entry, you agree to communicate for the purposes of this Promotion with Sponsor electronically. By agreeing to do business electronically, you: (i) agree that your consent to these Rules is a binding form of your electronic signature, which you agree binds you to these Rules; (ii) represent that you have Internet access and a valid email address enabling you access to the Promotion website and to receive communications and documents electronically; and (iii) represent that you have a printer or other device to print or otherwise save communications and documents, including, without limitation, these Rules, and that you have, in fact, printed or otherwise saved a copy of these Rules for your records. This consent is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting Sponsor as set forth in these Rules. Sponsor will send you a confirmation notice once Sponsor has processed your change request.

**7. WINNER SELECTION AND NOTIFICATION.** On or about April 25, 2022, Sponsor will conduct a random drawing of all eligible entries to select one (1) potential winner from the Promotion. The potential winner will be notified by Sponsor via email on or about Monday, April 25, 2022 at 4:30PM CST. The potential winner will have from notification until 9:00AM CST on Tuesday, April 26, 2022 to claim the prize. The potential winner will need to pick up the prize on Tuesday, April 26, 2022, by no later than 9:00AM CST. If the potential winner doesn't pick up the prize by 9:00AM CST, a new winner will be chosen. The prize notification from Sponsor will include instructions on how to claim a prize; failure to follow such instructions may result in disqualification and selection of an alternate winner from all remaining eligible entries. Some potential winners may be required to complete a mathematical skills test prior to being determined a winner. Sponsor is not liable for unsuccessful efforts to notify a potential winner. No prize transfer, assignment, or substitution by the winner is permitted. The winner is solely responsible for any taxes, fees, duties, and surcharges on the prize. If, in Sponsor's sole discretion, a potential winner declines the prize, fails to claim the prize or ignores the prize notification, is unavailable for prize fulfillment, fails

to abide by the Rules, or is ineligible, Sponsor may select an alternate winner from all remaining eligible entries. Sponsor reserves the right to substitute a prize of equal or greater value. You, as a participant, agree to: (i) be bound by these Rules; and (ii) the transfer of your personal information and your entry to the United States, where Sponsor's data processors are located.

**8. PRIZES.** One (1) potential winner for the Promotion will receive the following:

- One (1) Remarkable Tablet 2 (ARV USD \$580.00 / €528.67 Euros as of April 4<sup>th</sup>, 2022)

The total ARV of all prizes potentially awarded for the Event is USD \$580.00 / €528.67 Euros as of April 4<sup>th</sup>, 2022. Odds of winning depend on the number of eligible entries received for the Event. Actual retail value may vary, and Sponsor will not award the difference between the ARV and actual value. Sponsor reserves the right to not seek an alternate potential prize winner in the event that the individual originally selected ignores the prize notification, is disqualified, or is unable to accept the prize, at Sponsor's sole discretion. Prizes are non-transferable and are not redeemable for cash. No prize substitutions are allowed, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prizes become unavailable. Prizes may not be sold, bartered, or exchanged by any winner. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Rules. All tax liabilities arising from this Promotion are the sole responsibility of the prize winner. Limit of one (1) prize per person/household. Actual prize may differ from promotional images.

Only the number of prizes stated in these Rules is available to be won in the Promotion. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Rules to be available and/or claimed, Sponsor reserves the right to award the prize(s) by a random drawing among all legitimate eligible prize claims.

**9. LICENSE.** Except where prohibited by law, by participating in the Promotion and/or accepting a prize, you grant to Sponsor the right, without limitation, to use your name, city, state/province, country, likeness, photo, and/or entry submission for promotional, advertising, or other purposes in any media now known or hereinafter developed, including, but not limited to, Sponsor's website(s) and/or social media account(s), worldwide, without additional compensation or notification. Notwithstanding the foregoing, you may decline such use by notifying Sponsor at [customercare@gmac.com](mailto:customercare@gmac.com).

**10. RIGHT TO DISQUALIFY, MODIFY, CANCEL, OR SUSPEND.** If for any reason this Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend the Promotion and to select the winner(s) by conducting a random drawing from those eligible entries received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an entrant from participating in the Promotion or winning a prize in this or any other promotion conducted by Sponsor if, in its sole discretion, it determines that said entrant has violated the Rules or has threatened or is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair or abusive practices (including the use of automated quick-entry programs), or is intending to annoy, abuse, threaten, or harass any other entrants or Sponsor's representatives. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES

THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**11. RELEASE.** Except where prohibited by law, by participating, entrants and winner(s) agree to release Sponsor, its parent company, affiliates, franchisees, subsidiaries, and agencies, and each of their respective employees, agents, and officers, as well as all others associated with the development and execution of this Promotion (the "**Promotion Entities**"), from and against any claim or cause of action, including, but not limited to, privacy, publicity, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. The potential winner may be required to complete an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified by Sponsor in the notification. If documents are not timely returned, or if any notification or prize is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Rules, the prize may be forfeited and an alternate potential winner may be selected.

**12. LIMITATION OF LIABILITY.** EXCEPT WHERE PROHIBITED BY LAW, PROMOTION ENTITIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANT, BY PRINTING, TYPOGRAPHICAL, OR OTHER ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (4) PRINTING, TYPOGRAPHICAL, TECHNICAL, COMPUTER, NETWORK, OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION, THE ANNOUNCEMENT OF THE PRIZES, OR IN ANY PROMOTION-RELATED MATERIALS; (5) LATE, LOST, UNDELIVERABLE, DAMAGED, DELETED, OR STOLEN ENTRIES; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. PROMOTION ENTITIES ARE NOT RESPONSIBLE FOR MISDIRECTED OR UNDELIVERABLE ENTRIES, ANY TECHNICAL PROBLEMS, MALFUNCTIONS OF COMPUTER SYSTEMS, SERVERS, PROVIDERS, OR HARDWARE/SOFTWARE, LOST OR UNAVAILABLE NETWORK CONNECTIONS, FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION, OR ANY COMBINATION THEREOF.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**13. DISPUTES AND CLASS ACTION WAIVER.** EXCEPT WHERE PROHIBITED BY LAW, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, THESE RULES, OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE FEDERAL OR STATE COURTS LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS, USA; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION (IF APPLICABLE), BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL

ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE PROMOTION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES (WHETHER OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY OTHER JURISDICTION) WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS.

**14. DATA PRIVACY.** You have the option to allow GMAC, as the Sponsor of the Promotion, to send you communications about GMAC, including GMAC events and services, as well as about the products and services of its parent company, the Graduate Management Admission Council (GMAC), including the GMAC-owned GMAT™ exam. You will have the ability to opt-out of receiving any such communications by following the instructions in the communications or by contacting [customercare@gmac.com](mailto:customercare@gmac.com). Your personal information will be used to fulfill the terms of this Promotion and may therefore be shared with any subcontractor, agent, or partner that assists or is otherwise involved in the Promotion or website operation and as specified in GMAC's privacy policy available at <https://www.gmac.com/about-us/privacy-statement>. In addition, if you elect to receive information about GMAC events or services, the GMAT™ exam, or other GMAC products or services, your personal information will also be used to send this additional information to you. GMAC also may display your personal information (such as, your first name and first initial of your last name and/or your place of residence) in public posting areas for the Promotion or in other advertising or marketing materials for the Promotion.

By participating in the Promotion and consenting to these Rules, you: (i) grant your express written permission to the use and storage of your personal information pursuant to these Rules; and (ii) acknowledge and agree to receive electronic communications via email from Sponsor relating to the Promotion and related products and services of Sponsor. Pursuant to applicable laws pertaining to data collection and processing, you may have a right of access to, consultation, modification, portability, destruction, and withdrawal of your personal data. You may also have the right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to Sponsor. The data controller, and the recipient of your personal data, is Sponsor. Your personal data will be stored on servers located in the US and other jurisdictions monitored by Sponsor. By participating in the Promotion, you hereby consent to the transfer of your personal information to Sponsor for the purposes of administering the Promotion and for such other purposes to which you may consent as outlined herein. All information submitted to Sponsor as part of this Promotion will be treated in accordance with Sponsor's privacy policy. If you have any questions about the use of your personal information, please contact [privacy@gmac.com](mailto:privacy@gmac.com).

**15. SEVERABILITY.** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**16. ORDER OF PRECEDENT.** In the event of any conflict between the terms set forth in these Rules and the terms set forth in any promotional or advertising materials for the Promotion, the terms set forth in these Rules shall control.

**17. WINNERS LIST.** For a complete list of prize recipients, please contact Sponsor at [customercare@gmac.com](mailto:customercare@gmac.com) by no later than July 26, 2022.

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Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

You are providing your information to Sponsor, and the information you provide will only be used in accordance with the Rules of this Promotion.