

# **STUDENT OF THE YEAR RULES 2017**

## **Program RULES – Bridgerland ATC and UCAT Student of the Year Program**

### **Contest Description.**

**The 2016-2017 BATC Student of the Year will receive a cash award of \$1,000.**

**The 2016-2017 UCAT Student of the Year winner will receive the use of a leased 2017 Car (comparable to a Ford Focus) for a period of two (2) years. The winner may elect a cash prize if the lease is not a feasible option. The Contest is sponsored by the Utah College of Applied Technology (UCAT) and will run from August 15, 2016 to February 2, 2017. By entering, each entrant accepts and agrees to be bound by these Official Rules.**

### **Eligibility**

1. To be eligible to win the car lease, entrants must be a Utah resident who is 18 years of age or older.
2. To be eligible to win the entrant must be a current student at one of the eight UCAT campuses or have graduated from one of the eight UCAT campuses within the current calendar year.
3. Any Student of the Year winner that does not fulfill the responsibilities associated with being the BATC or UCAT Student of the Year will lose the title of Student of the Year and if selected as UCAT Student of the Year, be left financially responsible for the lease expenses.
4. Any conduct unbecoming of a BATC or UCAT Student of the Year will also lose their title and funding. BATC and UCAT reserve the right to decide what is "unbecoming."

### **How to Enter**

1. All parties interested are required to fill out an application at their campus and compete the campus competition and if they win, compete in the state-wide competition at the UCAT administrative offices.
2. Entrants must be willing to sign and adhere to all Student of the Year Program rules and regulations.
3. All entries become the property of the BATC and UCAT, and reserve the right to use any information submitted by entrants. Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. Sponsors are not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsors), human error, or any other error or malfunction. Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual shall be determined by BATC and UCAT in their sole discretion, and both reserve the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

### **Local Prize**

There will be only one local prize winner. A prize of \$1000.00 will be awarded to the BATC Student of the Year.

## Grand Prize

1. There will only be one grand prize winner. A grand prize winner will receive the use of a 2017 Car (comparable to a Ford Focus) for a period of 24-months. This is a 24-month closed end lease with a maximum allowable mileage of 24,000 for the period of the lease equal to 12,000 miles per year. UCAT will pay up to \$6,500 for the lease. The Sponsors reserve the right to substitute a prize, in which case a prize of equal value will be awarded. No prize may be exchanged, transferred, or assigned by a grand prize winner.
2. Selection of the UCAT Student of the Year and Grand Prize Winner will occur at the UCAT Student of the Year Gala on February 2, 2017.

3. *Conditions of Acceptance of Prize.* The Grand Prize Winner agrees to assume the responsibilities described in Paragraph 1, above. In addition, the Grand Prize Winner must provide the Sponsors with a driver's license or other appropriate government-issued picture identification, and must comply with the terms of this Paragraph 2, as a condition of claiming the prize. The winner must take possession of his or her prize by February 17, 2017 or the prize will be forfeited. Winner may waive his/her right to receive a prize. The prize is non-assignable and nontransferable. **The lease of the 2017 Car (comparable to a Ford Focus) is between the UCAT Student of the Year winner and Ken Garff Ford.** The Student of the Year is responsible for all fees, licensing, insurances, taxes, and costs associated with leasing the vehicle other than the down payment and monthly payments that will be paid by UCAT. A cash equivalent of \$3,250 may be permitted in lieu of receiving the leased automobile. If this election is made the Student of the Year waves the right to the leased vehicle. Electing the cash prize is at the sole discretion of the Sponsors and at the request of the Student of the Year. If the Student of the year elects a cash prize it will be paid quarterly and be based upon the Student of the Year fulfilling their duties as assigned, failure to do so will result in non-payment of prize money. Prizes and individual components of prize packages are subject to availability. Sponsors reserve the right to substitute prizes of equal value. The Student of the Year must complete an affidavit of eligibility and a liability and publicity release (except where prohibited by law), which must be returned to the Sponsors within one day of being declared the winner, or within such other timeframe as is specified by the Sponsors. Failure to timely sign and return the affidavit and release, or to comply with any other term or condition of these Official Rules, may, in the Sponsors' discretion, result in a Student of the Year's disqualification and the forfeiture of his or her interest in the prize. The Student of the Year will also be required to sign other paperwork, including but not limited to the lease. Any prize not won and claimed by an eligible winner in accordance with these Official Rules will not be awarded and will remain the property of the Sponsors. The Student of the Year will be solely responsible for reporting and payment of any and all local, state, and federal taxes applicable to the prize, as well as license and registration fees, and other incidental costs incurred by participating in the Contest. The Grand Prize winner must provide proof of full coverage auto insurance through a company licensed to conduct business in Utah at time of possession. That full coverage insurance must remain in force for the entire 24-month lease period, and failure to do so will result in additional charges to the winner and/or forfeiture of funding for the leased vehicle. UCAT will report any individual winnings over \$600 (in cash or fair market value of goods or services) in a one year period to the Internal Revenue Service, the winner will receive a Form 1099 from the UCAT.

## Publicity Release

By participating in the Student of the Year Program, each participant irrevocably grants the UCAT and their respective successors, assigns, and licensees the right to use such participant's name, likeness, and biographical information and any photos that may be submitted to the Website in any and all media for any purpose, including without limitation, advertising and promotional purposes, where permitted by law, and hereby release the Sponsors from any liability with respect thereto.

**Acknowledgement of Risk**

By competing in the UCAT Student of the Year Program the participant personally represents and agrees as follows:

1. The participant is over the age of eighteen (18)
2. By entering this Contest, each entrant waives any and all claims of liability against the UCAT and their respective parent, affiliates, officers, directors, employees and agents, for any and all claims, loss, damage or injury which may occur as a result of entrant's participation in this Contest.
3. The entrant represents and agrees that he or she shall be responsible for any expenses incurred or damages suffered as a consequence of any personal injury or property loss or damage, and that he or she does, in fact, carry adequate accident and health insurance for this purpose and that he or she shall not hold UCAT responsible for any of such expenses.
4. This is legally binding document and is intended, among other things, to protect UCAT from claims for damages, losses or injuries to persons, property, or otherwise. The undersigned understands that this agreement is to be broadly construed to protect UCAT. Furthermore, the entrant understands that by participating in this Contest, he or she terminates his or her right to bring a lawsuit or any other action regarding damages, loss, injury or death resulting from, relating to, arising out of or in any way associated with, the Contest.
5. This agreement is intended to comply with all applicable common law, state and federal laws, rules and regulations. In the event any portion of this is deemed to violate applicable law, the remainder of the agreement shall continue to be enforceable in accordance with the terms set forth herein.
6. Lastly, the entrant agrees to comply with all rules of safety and instruction of UCAT or any of their agents, employees, and representatives with regard to the use of vehicles, equipment and property. If, in the opinion of UCAT, the conduct of the entrant is such that the risk or danger of personal injury or property damage is increased, then the entrant hereby consents to the immediate termination of the entrant's participation.

I have read, understood and agree to the above contest rules and regulations.

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Contestant Signature

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Date