

# Keith Clinic Estramonte Chiropractic 2024 Charlotte FC Giveaway

## Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MANY WILL ENTER, BUT ONLY FEW WILL WIN!**

**1. Eligibility:** The 2024 Keith Clinic Charlotte FC Giveaway (the “Promotion”) is open only to legal residents of the 50 United States and the District of Columbia, who are 21 years of age or older and reside in the U.S. at the time of entry. Void elsewhere and where prohibited by law. Employees, directors, officers, and contractors of Starmount Healthcare Management (“Sponsor”), including its subsidiaries and affiliated companies, and the advertising, fulfillment, judging, and promotion agencies involved in the development and administration of this Promotion (collectively, “Promotion Parties”), and their immediate family members (parent, child, sibling, and spouse of each) and those living in the same households of each are not eligible. No purchase is necessary to enter or win.

**2. Promotion Period:** The Promotion begins August 19th, 2024, at 12:01 pm Eastern time, and ends September 13th, 2024, at 11:59 p.m. (the “Promotion Period”).

**3. How to Enter:** During the Promotion Period, contestants must visit the Keith Clinic website (<https://keithclinic.com/fc>) and enter their contact information via the giveaway page.

**4. Entry Requirements:** Participants must follow us on Instagram @keithclinicclt or Facebook at Keith Clinic Chiropractic, share the giveaway post on their story, and tag 1 friend in the comments to who they think would love to join the giveaway.

**5. Winner Selection:** On or about Friday, September 13th, a panel of judges chosen by the Sponsor will choose one winner. On or about Friday, September 13th the Sponsor will post the winner on the Sponsor’s Facebook and Instagram pages (<https://www.facebook.com/keithclinic/>) (<https://www.instagram.com/keithclinicclt/>) along with notification via text message.

**6. Prizes, Approximate Retail Value (“ARV”) & Odds:** 1 winner will receive 2 Charlotte FC soccer tickets. The approximate retail value (ARV) of Prizes in this Promotion is \$400. **SPONSOR MAY, IN ITS SOLE DISCRETION, MAY SUBSTITUTE A PRIZE WITH AN ALTERNATIVE PRIZE OF EQUAL OR GREATER VALUE.** All federal, state, and local taxes and all other costs associated with acceptance or use of the Prize are the sole responsibility of the winners. Arrangements for delivery of the Prize will be performed after winner verification. The odds of winning a prize depend on the number of Entries received.

**7. Winner Verification.** The potential winner will be contacted by Sponsor via text message to verify his/her their eligibility. Each winner will be required to sign and submit an affidavit of eligibility and release of liability and a publicity release within 10 days of being contacted by the Sponsor. If a potential winner is under the age of 18, then his or her parent or legal guardian must also sign all required winner verification documentation. If a potential winner cannot be contacted, the message is undeliverable or any

information requested from the potential winner is not received by Sponsor within the specified 10-day period, then the potential winner will be disqualified and the Sponsor will, in its sole discretion, either choose an alternate winner or choose to not award the prize.

**8. Privacy:** The sponsor will collect and use your information in accordance with the privacy policy published at <https://keithclinic.com/legal/> Notwithstanding the preceding sentence, Sponsor may disclose your information to social media platforms or in-office displays.

**9. General:** All federal, state, and local laws apply. There may be fees associated with late arrival times to get your child each day from camp. The sponsor will not be responsible for incurred fees due to tardiness or late pickup. This Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter, or Instagram (the “Social Media Platforms”). By entering this Promotion, you agree to release, discharge and hold harmless the Promotion Parties, the Social Media Platforms, and all prize providers from and against any and all liability or damages you incur related to this Promotion or your use or misuse of any prize received in this Promotion. The Promotion Parties are not responsible for any typographical or other error in the printing of the offer or administration of the Promotion. Acceptance of the prize constitutes permission for the Sponsor and its agencies to use the winner’s name and likenesses for purposes of advertising and publicity without further compensation unless prohibited by law. By entering this Promotion, you agree to be bound by the Official Rules and decisions of the Sponsor, which shall be final in all matters relating to the Promotion. Promotion Parties are not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered, or postage-due mail; or for printing, distribution or production errors or for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion, or by any human, or other error, which may occur in this Promotion. If, in the Sponsor’s opinion, there is any suspected or actual evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, the Sponsor reserves the right to disqualify suspect entries and/or modify or terminate the promotion in a manner deemed reasonable by the Sponsor, in its sole discretion. The use of any automated, script, macro or robotic launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly is prohibited. Any entry found or suspected to be submitted in this manner will be deemed ‘void’ by the Sponsor.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by the person’s name submitted at the time of entry. Sponsor reserves the right to disqualify any individual who tampers with the Promotion or the websites or acts in a disruptive manner. This Promotion is offered only in the United States and is governed by the laws of the State of North Carolina. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of North Carolina located in the county of Mecklenburg for any action, suit, or proceeding arising out of or relating to this Promotion.

**10. Waiver:** By entering this Promotion, you waive all rights to a jury trial in any action or proceeding instituted in connection with these Official Rules or this Promotion. Any controversy or claim arising out

of or relating to these Official Rules or this Promotion shall be settled by private mediation or, if such mediation is unsuccessful, binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of North Carolina, Mecklenburg County, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

**11. Waiver: IN NO EVENT WILL THE PROMOTION PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' ACCESS TO AND PARTICIPATION IN THE PROMOTION. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL ENTRANTS. ENTRANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**12. Sponsor.** Starmount Healthcare Management 2701 Central Ave, Charlotte, NC 28205