PANDA TV23 is conducting a user survey during the summer of 2016. Questionnaire's will be handed out at community events and mailed out with resident's water bills. The surveys will be tabulated at the end of the summer. The results will be posted on our website. As an incentive for residents to fill out the survey we are offering a prize of one IPAD Air2. We will have a drawing at one of our board meetings this fall to announce the winner. Please read the Terms and Conditions below.

PANDATV23

Survey Terms and Conditions

Overview of PANDATV23 Survey Contest Participation

1. The PANDATV23 Survey Contest Participation ("Contest") is designed to reward participants who complete the Survey for PANDATV23.
2. The Contest is open only to individuals who are eighteen (18) years of age and older. Public Officials, Employees and Board Members of PANDATV23 as well as the immediate family (spouse, parent, sibling, and child) and household members of each such public official, employee and board member are not eligible.

Participation in the Contest

1. Participation in the Contest constitutes each Participant's full and unconditional agreement to these Terms and Conditions. Participation in the Contest is contingent upon the Participants compliance with these Terms and Conditions. Participants who do not comply with these Terms and Conditions may be prohibited from participating in the Contest. Only 1 (one) Participant per household may complete a Survey and qualify for a prize.
2. The prize is a new Apple iPAD Air2.
3. Each Participant is limited to one email address. Subsequent email account addresses for the same Participant will be void.
4. After all surveys are collected (on or about September 30, 2016), a random drawing will be conducted by PANDATV23 during its October 12, 2016 Board Meeting from among all eligible Surveys received. The odds of winning depend upon the total number of survey responses received during the Survey Period (June 11, 2016 – September 30, 2016).
5. The winning Participant will receive an email notification. All email notifications will be sent to the email address provided by Participant at the time of Survey participation. Participant must respond to the email notification within fourteen (14) days of PANDATV23 having sent the email notification. Unclaimed prizes will be forfeited and a new winner will be chosen.
6. The offer under this Contest is void where prohibited by law.
7. Prizes may not be transferred or assigned and must be accepted as awarded. No cash or other substitution may be made.

8. Participants are responsible for paying any applicable federal, state, provincial, and local taxes associated with receiving prizes as a result of their participation in the Contest. Participants are also responsible for any applicable telephone or postal fees that they incur while participating in the Contest. Sponsor is required by law to issue a Form 1099 to any Participant who is a resident of the United States and who wins a prize(s) worth $600.00 or more within a year. Participant agrees to provide Sponsor with all necessary information for tax reporting purposes upon request.

Modifications and Termination of Contest

1. PANDATV23 may modify any of the Terms and Conditions governing the Contest at any time, with or without notice. If PANDATV23 does provide notice of changes, it may do so by email, regular mail, or by general posting on the PANDATV23 website (http://www.pandatv23.org.).
2. Every effort has been made to ensure that the information in the Terms and Conditions is accurate and complete. PANDATV23 is not responsible for typographical errors or omissions.

General Terms and Conditions

1. Information collected from Participants is subject to the terms of PANDATV23's privacy policy at http://www.pandatv23.org.
2. PANDATV23's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
3. Participant acknowledges that PANDATV23 neither endorses the contents of advertisements, surveys, or partner websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.
4. PANDATV23 shall be the sole determiner in cases of suspected abuse, fraud, or violation of these Terms and Conditions, and PANDATV23's decisions shall be final and binding. Fraud or abuse relating to the redemption of prizes may result in forfeiture of prizes. The Contest is a service provided to an individual respondent, not a company.

Limitation of Liability

1. PANDATV23 is not responsible for (a) any undeliverable prize notification emails, any unclaimed or undeliverable prizes, or lost or misplaced notifications or prizes (b) directing email to an address different from the original address submitted by the Participant.
2. By participating in the Survey, each Participant accepts all responsibility for, and hereby indemnifies and holds harmless PANDATV23 and each such company's respective officers, directors, employees, shareholders, agents, successors, and assigns (the "Released Parties"), from and against any claims that may arise from actions taken by such Participant or for any unauthorized access to Participants account by any third party.
3. Under no circumstances, including, but not limited to, negligence, shall the Released Parties be liable for any direct, indirect, incidental, special, or consequential damages arising out of a participant's participation in the Contest, even if any or all of the Released Parties have been advised of the possibility of such damages. By participating in the Contest, a Participant waives any and all rights to bring any claim or action related to such

matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition, or omission upon which the claim or action is based.

4. Except where prohibited, Participant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest shall be resolved individually without resort to any form of class action and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participants rights and obligations, or the rights and obligations of PANDATV23 in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York State, without giving effect to any choice of law or conflict of law rules (whether of New York State or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York State. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Disclaimer of Warranties

1. Participant expressly agrees to accept any award at his/her own risk. THE CONTEST AND ALL SERVICES OFFERED IN CONNECTION THEREWITH ARE PROVIDED ON A STRICTLY "AS IS" AND "AS AVAILABLE" BASIS. PANDATV23 MAKES NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES, OR REWARDS OBTAINED THROUGH THE CONTEST; THAT THE CONTEST WILL MEET PARTICIPANTS REQUIREMENTS; OR THAT THE CONTEST WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE; NOR DOES THE SPONSOR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTEST OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY THE SURVEY.
2. PANDATV23 disclaims any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. PANDATV23 shall not be liable or responsible for those guarantees, warranties and representations.

Intellectual Property Rights

1. All rights to any trademarks, logos, phrases, titles, or other content used in connection with the Survey ("PANDATV23's Intellectual Property"), unless otherwise stated, are the exclusive property of PANDATV23. Participant may not sell, license, rent, copy, distribute, alter, display, or transmit any of PANDATV23's Intellectual Property.
2. All trademarks and copyrights appearing in connection with the Contest are the property of their respective owners. Unless otherwise stated, third parties whose intellectual property appears in connection with the Contest.