

## **Alabama Mountain Lakes Association "North Alabama Road Trip Giveaway"**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

**1: ELIGIBILITY:** The Alabama Mountain Lakes Association "Road Trip Giveaway" ("Giveaway") is open only to persons who, as of date of entry, are legal residents of one of the forty-eight (48) Contiguous United States or the District of Columbia, and at least 18 years of age or older (19 years of age or older in Alabama and Nebraska) at the time of entry. Employees, retirees, and agents of Alabama Mountain Lakes Association and each of their parents and affiliates, agencies, distributors, wholesalers and retailers, and members of such employees' immediate families and individuals living in the same household with such employees, are not eligible to enter or win. For purposes of this Promotion, "immediate family members" means parents, spouses, children, siblings, in-laws or grandparents.

**2: HOW AND WHEN TO ENTER:** Sweepstakes begins at 12:00:01 a.m. ET on May 4, 2020, and ends at 11:59:59 p.m. ET on July 9, 2020 ("Promotion Period"). "Entry" shall mean and refer to each Online Entry. **During the Promotion Period, the way to enter the Sweepstakes: Website Method of Entry:** You can enter the Sweepstakes at the Sweepstakes website during the Promotion Period by visiting [www.alabamaroadtrips.com](http://www.alabamaroadtrips.com) ("Website") and finding and completing the entry form with all required information (which will include your name, email address, city and state) and agree to the Official Rules and submit the completed entry form. **Limit: One (1) entry per person per day. Prize Limit: One (1) prize per person or household during the entire Promotion Period. NON-WINNING ENTRIES FROM EACH ROAD TRIP ENTRY PERIOD WILL NOT BE CARRIED OVER TO SUBSEQUENT ROAD TRIP DRAWING.**

**3. ENTRANT/PRIVACY:** The information collected in connection with this Sweepstakes will be treated as specifically set forth in the privacy policy located at [www.alabamaroadtrips.com](http://www.alabamaroadtrips.com).

**4. GENERAL RULES:** Mass Entries or Entries generated by a script, macro or use of automated methods will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If canceled, Sponsor reserves the right at its discretion to determine the Winner using all non-suspect eligible Entries received up to the time of cancellation. Sponsor is not responsible for failed, partial or garbled computer transmissions or text messages, or for technical failures of any kind, including but not

limited to electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment or software; failure of any email or electronic Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including but not limited to any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. In the event of a dispute over an electronic Entry, road trip will be awarded to the owner of the email address, not the name on the Entry form. **CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.**

All entries become the property of Sponsor and will not be returned.

**5. Road Trip Entry Periods:** The Road Trip Entry Period is as follows: **Road Trip Entry Period:** Begins on 12:00:01 a.m. on May 4, 2020, and ends on 11:59:59 p.m. –July 9, 2020.

All expenses not expressly stated in the Road Trip descriptions above are the sole responsibility of the Road Trip winner. All travel must be completed within one (1) year of winning the road trip or unless otherwise stated, or road trip will be forfeited in its entirety and not be awarded. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost or stolen Road Trips, or any contents therein. Gift Cards are subject to the terms, conditions and restrictions as printed on card. Road Trip Winners are responsible for all applicable taxes incurred by winning and accepting the Road Trip. Winners are solely responsible for any applicable fees and all insurance, federal, state and local taxes, if any, and incidentals and any other unspecified expenses associated with acceptance or use of the Road Trip. Road Trips are provided "as is" and without any warranty of any kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All Road Trips are non-transferable and non-assignable. Any difference between the stated Actual Retail Value (ARV) of any of the Road Trips and actual ARV will not be awarded. No cash redemption or prize substitution allowed by Road Trip winner. Sponsor reserves the right to substitute a Road Trip of equal or greater value if the Road Trip, or any portion thereof, is unavailable and/or undeliverable for any reason in the sole and complete discretion of Sponsor. Road Trips are not valid toward alcohol purchases.

**7. PRIZE DRAWING(S):** The Winners will be notified by email no later than Seven (7) days after drawing; and may receive an Affidavit of eligibility/compliance with Rules, Federal Form W-9, publicity/liability release and indemnification via mail within seven (7) days of phone or email notification. Winner must meet all eligibility requirements and may be required to sign an Affidavit of Eligibility, Liability, Federal Form W-9 and Publicity Release, each of which must be completed, signed and returned within seven (7) days from date of issuance, or the Road Trip will be forfeited and awarded to an alternate winner. If any Road Trip notification or attempted notification is returned as undeliverable, the Road Trip will be forfeited and will be awarded to an alternate winner, time permitting. By accepting any Road Trip, Winner acknowledges compliance with these Official Rules. Road Trip winner's guests (or guest's parent/legal guardian if any guest is a minor in the state of his/her residence) must also sign and return a liability release and Federal Form W-9 prior to issuing the prize.

**8. ODDS:** Odds of winning depend upon the number of eligible entries received during the each Road Trip Period.

**9. OFFICIAL RULES:** Official Rules may be obtained by going to the Alabama Mountain Lakes Association Road Trip Sweepstakes website at [www.alabamaroadtrips.com](http://www.alabamaroadtrips.com).

**10. OTHER CONDITIONS:** All federal, state and local laws and regulations apply. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes; (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules; or (c) the Sweepstakes is otherwise not capable of running as planned. By entering, entrants agree to release and hold harmless Sponsor, and each of their parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, contractors, subcontractors, and each of the foregoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance, delivery or use of any prize, including without limitation, the Grand Prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or

hardware) resulting from participation in the Sweepstakes, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of Entries and/or entry information, or (vi) Entries which are late, lost, stolen, damaged, illegible and/or unintelligible (or any combination thereof). By entering, entrants agree to comply with these Official Rules. Any entrant who attempts to tamper with this Sweepstakes in any way shall be disqualified. Additional restrictions may apply.

**11. PUBLICITY RELEASE:** By entering this Sweepstakes, entrants agree that Sponsor may use entrant's name and photograph on Sponsor's website without compensation, credit or right of review or approval, where legal. Acceptance of the any Road Trip constitutes Winner's consent to use, publish, and reproduce for all purposes, including publicity, promotion and advertising, in any media (including online and offline), Road Trip Winner's name, city, photograph, likeness, voice and image, in perpetuity without further compensation, credit or right of review or approval, where legal.

**12. ARBITRATION/CHOICE OF LAW:** Except where prohibited by law, participants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to this Sweepstakes, excluding in all events attorneys' or other related fees and punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

**13. WINNER LIST:** The name of the Road Trip winners will be posted at [www.alabamaroadtrips.com](http://www.alabamaroadtrips.com) for several weeks after drawing.

**14. SPONSOR:** Alabama Mountain Lakes Association, 402 Sherman Street SE, P.O. Box 2537, Decatur, AL 35602.

**15. PRIVACY POLICY:**

We take your privacy very seriously and are committed to being transparent with how we use your information. This website is run by The Alabama Mountain Lakes Association (collectively "We" or

“us”). It covers [www.northalabama.org](http://www.northalabama.org) and [www.alabamaroadtrips.com](http://www.alabamaroadtrips.com) and Facebook, Instagram, Twitter, and Pinterest.

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

If you have any questions about this Privacy Policy, please contact us at: [info@northalabama.org](mailto:info@northalabama.org).

### **Information we collect**

We collect information to provide better services to our users and improve our business.

We collect information in two ways:

#### **Information you give us**

For example, many of our services require you to sign up for an account. When you sign up for an account, we will ask you for simple personal information including your email and similar information.

#### **Information we get from your use of our services**

We may collect information about the services that you use and how you use them, like when you visit different parts of our site and what selections you make on the website. We may also automatically collect certain technical information such as:

#### **Device information**

We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile information if you use a mobile device to access the site).

#### **Log information**

When you use our services or view content provided by us, we may automatically collect and store certain information in server logs. This information may include:

- details of how you used our service, such as your navigation paths and search queries.
- mobile related information if you access our website using your mobile device.
- internet protocol address.
- device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.
- cookies that may uniquely identify your browser or your account including using cookies and similar technology for retargeting, that is advertising to you on other sites based on your activities on our services.

### **How we use information we collect**

We use the information we collect from all of our services to provide, maintain, protect and improve our services, to develop new services and offerings and to protect our us and our users. We also use this information to offer you tailored content like giving you more relevant search results and ads on our sites above and on other sites.

When you contact us, we may keep a record of your communication as well as the other information in this Privacy Policy to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements.

We work with third-party advertising companies to serve ads and/or collect information when you visit our website. These companies may use cookies or web beacons to collect non-personally identifiable information such as IP Address, pages viewed, and if a conversion occurred during your visit to this website in order to help show advertisements on other websites likely to be more interesting to you. To learn more about this “behavioral advertising” practice or to opt-out of this use of your anonymous information, you can visit [www.networkadvertising.org](http://www.networkadvertising.org).

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

### **Choice and Cookies**

If we provide you with any mailings or other communication, you can always opt out of that communication.

You may also set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. However, it’s important to remember that many of our services may not function properly if your cookies are disabled.

### **Accessing and updating your personal information**

Whenever you use our services, we aim to provide you with access to your personal information in your account. If that information is wrong, we strive to give you ways to update it quickly or to delete it unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

### **Information we share**

We do not share personal information with companies, outside organizations and individuals unless one of the following circumstances apply:

- With your consent

We will share personal information with companies, outside organizations or individuals if we have your consent to do so.

- For external processing

We provide personal information to our affiliates or other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

- For legal reasons

We will share personal information with companies, outside organizations or individuals if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable law, regulation, legal process or enforceable governmental request, detect, prevent, or otherwise address fraud, security or technical issues or protect against harm to the rights, property or safety of our users or the public as required or permitted by law.

- In case of a sale or asset transfer

If we become involved in a merger, acquisition or other transaction involving the sale of some or all of our assets, user information, including personal information collected from you through your use of our services, could be included in the transferred assets. Should such an event occur, we will use reasonable means to notify you, either through email and/or a prominent notice on the services.

We may share aggregated, non-personally identifiable information publicly and with our partners such as business with have a relationship with, advertisers or connected sites. For example, we may share information to show trends about the general use of our services.

### **Information security**

We work hard to protect our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold however not website is entirely secure. You should protect the account information in your possession as well.

### **Third-Party Sites**

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you on this site.

### **Enforcement**

We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up.

### **Children Under 13**

Our site is not directed toward children under 13 and we will not knowingly collect information for any child under the age of 13. If you are the parent of a child under the age of 13 and have a concern regarding your child's information on our site, please contact us at [info@northalabama.org](mailto:info@northalabama.org).

**This is Located in the United States**

Our website and associated services are hosted in the United States. If you are outside of the United States, your information will be processed and stored in the United States and you are consenting to such processing and storage.

**Changes**

Our Privacy Policy may change from time to time. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes).