



Visit Bentonville Social Contest Giveaway Portugal. The Man. Tickets

Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

- 1. Organizer:** The Sweepstakes is organized by Visit Bentonville, located at 406 SE 5th Street, suite 6, Bentonville, AR 72712 ("Organizer").
- 2. Binding Agreement:** By entering the Sweepstakes, each entrant ("You") agrees to abide by the Organizer's Official Rules and decisions, which are unconditionally binding in all respects. Therefore, please read these Rules carefully prior to entry to ensure that You understand and agree. Submission of an entry in the Sweepstakes constitutes agreement to these Rules. These Rules form a binding legal agreement between You and the Organizer with respect to the Sweepstakes. The Organizer reserves the right to refuse, withdraw, or disqualify any entry at any time at the Organizer's sole discretion. By entering this Sweepstakes, You represent and warrant that You are eligible to participate based on eligibility requirements explained in these Official Rules. You also agree to accept the decisions of the Organizer as final and binding as it relates to the content of this Sweepstakes. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to the acceptance of these Official Rules and the decisions of the Organizer, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.
- 3. Eligibility:** The Sweepstakes is open to residents of the United States who are at least eighteen (18) years of age at the time of entry. Employees of Organizer and its affiliates, as well as their immediate families (spouse, parent, sibling, child, and spouse of any of the foregoing) and those living in their immediate households, whether or not related, are not eligible to enter the Sweepstakes or to win a prize. The Competition is subject to all applicable federal, state, and local laws and regulations. Void outside of the United States, in Puerto Rico, the U.S. Virgin Islands, other United States territories and possessions, and where otherwise prohibited by law.
- 4. Entry Period:** The Sweepstakes entry period begins Tuesday, July 2, 2024 at 5 p.m. Central Standard Time and ends on Thursday, July 4, 2024 at 12 p.m. (noon) Central Standard Time (the "Entry Period"). Entries that are submitted before or after the Entry Period will be disqualified. Organizer's computer is the official timekeeper.
- 5. How to Enter:** No purchase is necessary to enter. Purchases will not increase odds of winning. You will be asked to provide basic contact information, including your name, phone number, and email address, and You will be asked to verify your eligibility. As a participant, your entry must fully meet all Sweepstakes



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requirements, as specified in the Official Rules, in order to be eligible to win the prize.

Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Organizer's sole discretion.

6. Submission Requirements: By submitting an entry in the Competition (the "Submission"), You represent, warrant, and agree to the following:

- You are providing real information, accurate at the time of entry.
- You have not entered into or become subject to any contract, agreement, or understanding that conflicts with your ability to enter into this legally binding agreement and convey the rights set forth herein.
- The Organizer accepts no responsibility for lost or delayed submissions.

7. License Grant: The full name submitted by the winner may be announced publicly on the Organizer's channels, including, but not limited to, press, social media, email, and web communications, without further compensation to the winner. By making a Submission, You hereby grant a license to Organizer to use your name and likeness in such communications and acknowledge that You shall not be entitled to any monetary compensation by the Organizer.

8. Odds: Three (3) winners will be selected; one for each prize listed below. The odds of being selected depend upon the number of eligible entries received, according to the eligibility requirements in the Sweepstakes.

9. Winner Selection: On Thursday, July 4, 2024, the Organizer will select a winner from the submissions by random drawing. The winner will be final and is not subject to appeal or additional review. The winner will be notified by Visit Bentonville via Instagram Direct Message and the Organizer will ask for the full name, phone number and email entered in the submission as the means of providing the prize to the winner. Any potential winner who cannot be contacted within forty-eight (48) hours of attempted first notification may result in disqualification and forfeiture of their prizes. The Organizer is not responsible for nor shall have any liability for the winner's failure to receive notices due to security settings that may cause notifications to be marked as spam or junk. Nor shall the Organizer be liable for the winner's provision of incorrect or otherwise non-functioning contact information. Receipt of the prize (offered in the Sweepstakes) by the winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. **IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE ORGANIZER'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

10. Prizes: Two (2) tickets to Portugal The Man July 6 at the Momentary (cash value of \$60-\$96).



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There shall be no cash alternative and prizes must be taken as offered. The prize is non-transferable. If a winner chooses not to accept the prize, an alternate winner will be selected at random. The winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes.

By accepting the prize, the selected winner grants permission for the Organizer to use the winner's likeness, entry, and/or name for purposes of advertising and trade without further compensation unless prohibited by law.

11. General Conditions: This Competition is governed by the laws of the State of Arkansas, United States. All federal, state, and local laws and regulations apply. By participating in this Competition, You agree to be bound by the terms of these Official Rules which will be posted at VisitBentonville.com throughout the Entry Period, and by the decisions of the Organizer, which are final and binding on all matters pertaining to this Competition.

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, a change to any applicable terms of service, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any reason, as determined by Organizer in their sole discretion, the Organizer may, in their sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible entries received up to the time of the impairment. The Organizer reserves the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Organizer reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Organizer to enforce any provision of these Official Rules shall not constitute a waiver of that provision, any rights or remedies available to the Organizer, whether set forth in these Official Rules or elsewhere. Proof of sending any communication to Organizer shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner.

Organizer reserves the right, at its sole discretion, to disqualify any entrant found to be (1) tampering or attempting to tamper with the entry process or the operation of the Competition; (2) violating the Official Rules; (3) violating the terms of service, conditions of use, or general rules or guidelines of any Organizer property or service; or (4) acting with the intent to annoy, abuse, threaten, or harass any other person. Any false information provided within the context of the Competition by any entrant concerning identity, postal address, or ownership of rights in the Submission, and/or non-compliance with Official Rules may result in the immediate elimination of the entrant from the Competition. Organizer further reserves the right to disqualify any entry

that it believes, in its sole discretion, infringes or violates the rights of any third party or otherwise does not comply with the Official Rules.

The Organizer, its affiliates, and their respective officers, directors, trustees, employees, agents, successors, and assigns (collectively, the "Released Parties") are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, or delay in operations or transmission. Released Parties are not responsible for theft or destruction, or unauthorized access to or alterations of Competition materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind.

Released Parties are not responsible for inaccurate transmissions of or failure to display Competition materials as a result of technical problems or traffic congestion on the Internet or at any website or any combination thereof.

12. Release and Limitations of Liability: By participating in the Sweepstakes, entrants agree to release and hold harmless, collectively and individually, the Organizer, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, a changes to any applicable terms of service, errors that may occur in the administration of the Sweepstakes or the processing of entries, the announcement of the Winner, the incorrect downloading of the application, the processing of entries application downloads, or in any Sweepstakes-related materials; (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto); or (g) lost, late, postage-due, misdirected, or undeliverable mail. Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

13. Disputes and Binding Arbitration: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF ARKANSAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The

Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Organizer, and if causes of action arise out of or are connected with this Sweepstakes, they shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties. The arbitrator shall apply Arkansas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY

ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). The participant waives all rights to have damages multiplied or increased.

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the sweepstakes or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the appropriate court located in Arkansas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Organizer in connection with the Sweepstakes, shall be governed by, and constructed in accordance with, the state laws of Arkansas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any

14. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.