

## **2019 “OVERNIGHT SHOPPING TRIP TO BOULDER” DRAWING**

### **Official Rules**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.**

**1. Eligibility:** To be eligible to enter the “2019 Overnight Shopping Trip to Boulder” (the “Drawing”), you must be:

- (1) an individual 18 years old at the time of entry;
- (2) a resident of the United States of America or of Canada (excluding Quebec);
- (3) not an employee, officer, director, or agent of the Boulder Convention & Visitors Bureau or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing/contest agencies, and not otherwise involved with or associated with the Drawing;
- (4) not an employee, officer, or director of any company or organization associated with the Drawing;
- (5) not a shareholder of any company referenced in item (3) or (4) above (but only if such company is not a publicly traded company);
- (6) not an immediate family member (as defined below) or a household member (as defined below) of any individual referenced in item (3), (4), or (5) above;

“Immediate family members” means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. “Household members” means people who have the same residence at least three (3) months during the past twelve (12) months. The Drawing is subject to all applicable federal, state, and local laws and regulations. The Drawing is void where prohibited by law.

**2. Sponsor & Administrator of the Drawing:** Boulder Convention & Visitors Bureau (“Sponsor”) located at 2440 Pearl Street, Boulder, Colorado 80302.

**3. Agreement to Official Rules:** By participating in the Drawing, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Drawing. Winning any prize is contingent upon fulfilling all requirements set forth herein.

**4. Entry Periods:** The Drawing entry period begins at **12:00 P.M. Mountain Time (“MT”) on May 1, 2019** and ends at **11:59:59 P.M. MT on November 1, 2019** (the “Entry Period”). Sponsor’s computer is the official timekeeping device for this Drawing.

**5. How to Enter:** NO PURCHASE IS REQUIRED TO ENTER OR WIN THE DRAWING. LIMIT ONE ENTRY PER PARTICIPANT. Submitting the form on [www.bouldercoloradousa.com](http://www.bouldercoloradousa.com) is the only method of entry. Any attempt by an individual entrant to obtain more than one (1) entry, whether by using multiple/different e-mail addresses, identities, post cards, registrations or logins, or via any other methods,

will void all of such entrant's entries and that entrant may be disqualified from further participation or from registering anew. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.

**6. Drawing:** On November 25, 2019, Sponsor will conduct a random drawing from all eligible entries. The first eligible entry drawn will be the prize winner for the Drawing, subject to the respective entrant complying with and fulfilling all requirements of these Official Rules. Each entry, regardless of which entry method is used, has an equal chance of winning as any other entry.

The potential winner will be notified by email at the email address provided by such entrant. To claim the prize, the winner must: (a) respond as directed within ten (10) days after the first notification attempt (the entrant is responsible for ensuring that his/her email address is enabled); and (b) return to the Sponsor, by the date and manner specified, the applicable affidavits and releases as may be required by the Sponsor. If the potential winner cannot be reached within ten (10) days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor determines that the winner is ineligible or disqualified, an alternate winner will be selected by random drawing from the remaining eligible entries.

## **7. Prize; Odds:**

### One Prize

One (1) complimentary prize to include any of the following.

- One-night hotel lodging gift certificate up to a value of USD\$175.00,
- USD\$100 Downtown Boulder gift card to shop Pearl Street,
- USD\$100 gift card at the store of your choice at Twenty Ninth Street.

THE WINNER IS SOLELY RESPONSIBLE FOR ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ASSESSED AS A RESULT OF RECEIPT OR USE OF THE PRIZE AND FOR ALL COSTS AND CHARGES NOT INCLUDED IN THE PRIZE PACKAGE. The prize is not transferrable or redeemable for cash.

The prize has an aggregate approximate retail value of USD\$475.00. The odds of an entrant winning a prize in this Drawing depend on the total number of eligible entries submitted in accordance with these Official Rules.

Subject to such aggregate value, Sponsor reserves the right to substitute any one or more components of a prize with a prize or component of equal or greater value.

As a condition of receiving the prize, the potential winner may be required to complete, sign and return to Sponsor an Affidavit of Eligibility, and, except where prohibited by law, a Publicity Release, within ten (10) days after the date on which the entrant receives notice of being a winner.

**8. Publicity:** Except where prohibited by law, participation in the Drawing constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising

the Drawing, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

**9. General Provisions:** In the event that the operation, security, or administration of the Drawing is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (1) suspend or modify the Drawing to address the impairment and resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (2) award the prize(s) in a random drawing from among all eligible entries that have registered up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof.

**10. Release of Liability:** Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees, taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Drawing or receipt or use or misuse of any prize, including, but not limited to: (1) unauthorized intervention in the Drawing; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Drawing or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Drawing or receipt or use or misuse of any part of any prize by any person.

**11. Limitations of Liability:** Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Drawing (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR

LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN.

ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE DRAWING OR PRIZE.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing; provided that if it is not possible to award another entry due to discontinuance of the Drawing for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered.

**12. Choice of Forum; Governing Law:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Drawing, or any prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the United States District Court for Colorado or the appropriate Colorado state court located in Boulder County, Colorado. All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.

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