



Summer Giveaway Terms and Conditions

Win a Durango Summer Getaway

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

DESCRIPTION:

Visit Durango and the Durango Business Improvement District (“Sponsors”) are promoting in a Summer Giveaway Contest (“Giveaway”) for Participants to enter to win a Durango experience complete with attractions, gift cards, Durango-curated gifts, and other prizes.

HOW TO ENTER:

Eligible participants must complete the entry form found on the following webpage:

<https://www.durango.org/durango-giveaway>

Participants must follow the on-screen instructions and provide all of the information requested, including but not limited to Entrant’s full name, physical city, physical zip code, and email address, then click “Submit” to receive one entry into the Giveaway. One entry per person and only one Prize package can be won.

Entries must be received by 8:59 A.M. on Friday, July 12, 2020.

Prizes to be given away to two eligible participants in a random drawing from among all eligible entries received.

The Giveaway starts at 9 A.M., Mountain Standard Time (“MST”) on Friday, June 12, 2020, and ends at 9 A.M., MST on Monday, July 13, 2020.

Winners will be announced and notified via a Facebook Live streaming and email on Monday, July 13, 2020.

GIVEAWAY PRIZES:

The Grand Prize consists of:

- White water rafting and Jeep rental package
- Breakfast, lunch, and dinner
- Train tickets
- Mesa Verde entry
- Craft beer package
- Farmers market bucks
- Durango-curated gifts
- 2 nights in a hotel
- Gift cards to local businesses
- Train tickets

Estimated Grand Prize total ARV is \$2,034

The Runner-up Prize consists of:

- Durango-curated gifts
- Osprey pack

Estimated Runner-up Prize total ARV is \$360

GRAND PRIZE TRAVEL DETAILS:

The Winner of the Grand Prize must use the Prize line items within 12 months of Winner Confirmation, either during the summer of 2020 or summer of 2021 when the activities are available. The winner is responsible for all travel expenses to the Durango, Colorado area.

Actual Grand Prize value depends on Winner's booking and travel dates and may be substantially higher or lower than the stated ARV. Blackout dates may apply. All Grand Prize details are at the sole discretion of the Sponsors. Grand Prize winner cannot assign or transfer the prize to another person.

No cash alternative is allowed.

Sponsors are not liable for any expenses incurred during travel to Durango, Colorado.

RANDOM DRAWINGS & ODDS OF WINNING:

At the conclusion of the Giveaway, the Sponsors will select the name of the Winner of the Prize in a random drawing from among all eligible entries received.

She or he will be announced during a Facebook Live stream as well as notified by e-mail within a reasonable period of time following the drawing.

Sponsors' decisions shall be final in all matters pertaining to this Giveaway. Odds of winning a Prize depend on the number of eligible entries received.

PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

The Prizes are provided by the Sponsors' local business partners and the Winners cannot substitute the Prizes with other products.

The total ARV is estimated to be \$2,394.

Sponsors will deliver Prizes to Winners.

Regardless of Prize won, no Prize is redeemable for cash; nor is it transferable or substitutable.

ELIGIBILITY:

The Giveaway is open only to persons who are 18 years or older and legal residents of the United States. The Giveaway cannot be awarded to Visit Durango, Durango Business Improvement District, or the selected vendors participating in the Prizes.

Giveaway is also not open to persons whose employers' ethics or gift policies prohibit their participation or employees or officials of Federal, State or local governments or government agencies.

RELEASE:

By acceptance of a Prize, the Winner releases the officers, directors and employees of Sponsor and the Prize Providers and their respective parent companies, subsidiaries, affiliates, divisions, dealers, distributors, suppliers, advertising and Giveaway agencies, and all other individuals or entities involved in the creation, administration, or fulfillment of this Giveaway (all of the former collectively referred to as "Sponsor & Others"), from and against any and all liability and claims or causes of action, including, but not limited to, personal injury, death, or damage to or loss of property with respect to all aspects of this Giveaway, arising out of participation in this Giveaway, Giveaway or Prize related activity

whether sponsored by Sponsor or third parties, or the acceptance or possession or use/misuse of the Prizes or any component of the Prizes.

ENTRIES:

Sponsors and the Prize's selected vendors are not responsible for illegible, unintelligible, late, lost or stolen entries or incorrect or inaccurate entry information, whether caused by any of the equipment or processes associated with or utilized in the Giveaway or by any technical or human errors which may occur in the processing of any entries in this Giveaway.

Any entrant who attempts to participate multiple times or with multiple identities or to interfere with the proper play of this Giveaway will be disqualified from participation in the Giveaway.

Persons found tampering with or abusing any aspect of this Giveaway, as solely determined by the Sponsors, will be disqualified.

If in the judgment of the Sponsors, the Giveaway's administration, security, fairness or proper play of the Giveaway is compromised, Sponsor reserves the right, in its sole discretion to discontinue, suspend or terminate the Giveaway.

Any personally identifiable information collected during an entrant's participation in this Giveaway may be used by the Sponsors and Prize's selected vendors for purposes of the proper administration and fulfillment of the Giveaway as described in these Official Rules.

INDEMNITY:

Save for cases of death or personal injury caused by negligence, each Participant (including the Winners) shall indemnify, defend and hold harmless the Sponsors and the Prize's selected vendors from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Giveaway; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

DISPUTES:

Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Colorado.

All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by the United States District Court for the 20th Judicial District of Colorado or, in the event that court lacks jurisdiction, the appropriate State Court in La Plata County, Colorado.

Should there be a conflict between the laws of the State of Colorado and any other laws, the conflict will be resolved in favor of the laws of the State of Colorado. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Giveaway and shall not include any indirect, punitive, incidental and/or consequential damages.

MARKETING:

By entering, your name and email address will be added to the Sponsors' e-mail marketing mailing list and utilized in digital marketing and advertising campaigns.

Your information will not be shared with any other parties. Visit Durango utilizes data collection and analytics software throughout the website. Sponsors are compliant with the General Data Protection Regulation (GDPR) requirements.

GENERAL:

By participating in the Giveaway, entrants agree to these Official Rules and the decisions of Sponsor and Prize Providers which are final and binding in all matters and all respects relating to this Giveaway. This Giveaway is void wherever prohibited by law. Acceptance of a Prize constitutes Winner's consent to the use of his/her name, photograph and/or likeness for advertising and publicity purposes as determined by Sponsor without further compensation, except where prohibited by law.

All federal, state, and local laws and regulations apply. All entries and/or materials submitted become the property of Sponsor and will not be returned.

ACCEPTANCE OF TERMS AND CONDITIONS

By entering into the Giveaway via the Visit Durango webpage, all Participants and Winners accept the Terms and Conditions presented throughout this document.