

**Official Sweepstakes Rules for the
Lackawanna County Convention and Visitors Bureau
“2022 24 Days of Holiday Giveaways – Day 2” Sweepstakes**

**OFFICIAL SWEEPSTAKES RULES FOR THE LACKAWANNA COUNTY CONVENTION AND VISITORS BUREAU
“2022 24 DAYS OF HOLIDAY GIVEAWAYS – DAY 2” SWEEPSTAKES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. VOID OUTSIDE OF UNITED STATES AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT ENTER THE SWEEPSTAKES UNLESS YOU ARE ELIGIBLE AND A LEGAL RESIDENT OF THE UNITED STATES AT THE TIME OF ENTRY.

You must be at least 18 years of age and a legal US citizen to enter.

The Lackawanna County Convention and Visitors Bureau “2022 24 Days of Holiday Giveaways – Day 2” Sweepstakes (the “Sweepstakes”) is only open to those individuals who are 18 years of age or older and who are residents of the United States of America and who satisfy the eligibility requirements set forth in these Official Sweepstakes Rules (the “Official Rules” or “Rules”), which form a binding contract between entrants in the Sweepstakes (“Entrants”) and Lackawanna County Convention and Visitors Bureau (“Lackawanna County Visitors Bureau” or “Sponsor”).

1. **SPONSOR:** The Sponsor of the Sweepstakes is Lackawanna County Convention and Visitors Bureau, which has its offices at 135 Jefferson Avenue, Scranton, PA 18503, telephone: (570) 496-1701, e-mail: info@visitNEPA.org. By entering, each Entrant accepts and agrees to be bound by these Official Rules and by the decisions of the Sponsor, which shall be final and not subject to appeal.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 6:00 a.m. EST on December 2, 2022, and ends at 9:30 a.m. EST, on December 5, 2022 (the “Sweepstakes Period”).
3. **ENTRY:** No purchase is required to enter the Sweepstakes. To enter, Entrants must either:
 1. navigate to Lackawanna County Visitors Bureau’s Facebook 12 Days of Holiday Giveaways Day 2 post at <https://www.facebook.com/visitlackawannapa/>, after visiting such Facebook post and, to the extent the Entrant likes Lackawanna County Visitors Bureau’s Facebook post after reviewing same, “Like” Lackawanna County Visitors Bureau’s Facebook post by clicking on the Facebook “like” button; or
 2. navigate to Lackawanna County Visitors Bureau’s 12 Days of Holiday Giveaways Day 2 Instagram post at <https://www.instagram.com/visitlackawannapa/>, after visiting such Instagram post and, to the extent the Entrant likes Lackawanna County Visitors Bureau’s Instagram post after reviewing same, “Like” Lackawanna County Visitors Bureau’s Instagram post by clicking on the Instagram “heart” button.

“Liking” Sponsor’s Facebook page or “Following” Sponsor’s Instagram does not increase an Entrant’s chance of winning the Sweepstakes and Entrants should only “Like” Sponsor’s Facebook page or “Follow” Sponsor’s Instagram if, after reviewing same, Entrant does, in fact, like it.

No other form of entry is permitted and will not be accepted. All entries must be received during the Sweepstakes Period. Sponsor assumes no responsibility for any problems or technical malfunction of computer on-line systems, servers or providers, computer equipment, software, telecommunications systems, events outside of Sponsor’s control, and/or failure of any entry to be received by Sponsor on account of technical problems, traffic congestion on the Internet or at any Website, weather, Act of God

or other circumstance outside of Sponsor's reasonable control (or any combination thereof). **Only one (1) entry per Entrant will be accepted and additional entries beyond this limit will be void.**

The time of receipt of any valid entry shall be the time such valid entry becomes available to the Sponsor. The Sponsor's computer shall be the official clock of the Sweepstakes. Proof of entry submission does not equate to proof of Sponsor's receipt of the entry. All entries become the property of the Sponsor, and receipt of entry will not be acknowledged. In the event of a dispute as to any entry, the authorized Facebook or Instagram account holder, the authorized account holder of the email address and mailing address used to enter will be deemed to be the Entrant. Entrant is responsible for all fees charged by any Internet Service Provider. Sponsor is not responsible or liable for any lost, stolen, mutilated, incomplete, illegible, misdirected, or nondelivered entries. Entries are void if received through illegitimate channels or are the results of fraud, or if they are received outside of the Sweepstakes Period or otherwise fail to satisfy the criteria set forth herein.

- 4. ELIGIBILITY:** This Sweepstakes is open to individual legal residents of the United States of America where this Sweepstakes is not prohibited by applicable law, who are U.S. Citizens, are 18 years of age or older at the time of entry, and who are of sound mind and body as to accept and be bound by these Official Rules. Entries received in excess of any stated limitation will be void. Notwithstanding the foregoing, directors, officers, shareholders, employees, and agents of Sponsor, as well as directors, officers, shareholders, employees, and agents of advertising and/or promotional partners and agencies of Sponsor, and the immediate families (i.e., spouse, parents, children, siblings, and their spouses) of each of them, are not eligible to participate in this Sweepstakes. This Sweepstakes is void outside of the United States of America, and in any jurisdiction where it is, in any way, prohibited or restricted by law. By submitting an Entry as provided in these Official Rules, Entrant is, and shall be, deemed to be representing and certifying to Sponsor that he or she is eligible under the terms of these Official Rules.
- 5. RANDOM DRAWING; ODDS OF WINNING:** Sponsor will randomly select the winner, as stated in the applicable Sweepstakes Announcement, from among all eligible Entries received on the date stated in the Sweepstakes Announcement. Odds of winning depend on the total number of eligible Entries received for such Sweepstakes. Sponsor's clock will be the official timekeeper for all Sweepstakes.
- 6. WINNER SELECTION & NOTIFICATION:** On or about December 5, 2022, Sponsor will select One (1) Entrant as the winner of the Sweepstakes (the "Winner") randomly via selection from the pool of Entrants based on entries received prior to the conclusion of the Sweepstakes Period. On or about December 5, 2022, Sponsor will notify the Winner via Facebook or Instagram. Each Entrant is responsible for monitoring his or her own email account or mailbox for notification and receipt or other communications related to this Sweepstakes and to respond via email to Sponsor of the Entrant's acceptance of the prize. Any prize notification which is returned as undeliverable is otherwise unsuccessful or is not accepted by the Winner will, in any such event, result in disqualification from the Sweepstakes. Only the prizes set forth below will be awarded. The Sponsor reserves the right to delay the drawings. Upon completion, winner will receive the prize via pick-up at the Lackawanna County Visitors Bureau visitors center at 135 Jefferson Ave, Scranton, PA, 18503 during regular business hours within thirty (30) days of Winner's acceptance of the prize, subject to events outside of Sponsor's reasonable control. The odds of winning depend on the number of eligible entries received during the Sweepstakes Period.
- 7. PRIZES:** One (1) First prize will be awarded to the Winner, which prize will consist of: two 2022-2023 Montage Mountain Resorts Winter Season Passes (approximate value is \$1400). This prize is non-transferrable. This prize cannot be combined with any other discount, offer or package. The Winner is

responsible for all expenses not expressly listed in these Official Rules including, without limitation, any expenses or costs incurred with the redemption, receipt, and/or use of the prize, and for payment of any applicable federal, state, and/or local taxes. To the extent that the value of the prize exceeds \$600.00, the Winner shall be required to complete and deliver to the Sponsor, a completed W-9 form. The information contained thereon will be used by the Sponsor to complete an informational report that will be sent to the IRS. The Sponsor will send to the Winner, by mail, a 1099-MISC postmarked by January 31st of the year following the year in which said prize was won, and to the IRS by February 28th. Winner is also responsible for compliance with any applicable federal, state, and/or local laws and/or regulations. The Winner is advised to consult with their tax advisor. Prize is not transferable or assignable. Cash redemption, exchange or substitution is not allowed except at the sole discretion of Sponsor. Sponsor reserves the right to substitute a prize with one of comparable or greater retail value, at its sole discretion. In the event Sponsor is unable to provide the Winner with the prize, the Sponsor may elect to provide the Winner with the approximate value of the prize in cash instead or award an alternative prize of equal or greater value.

- 8. HOW TO CLAIM PRIZE:** After the end of the Sweepstakes Period, potential winner who submitted an Entry will be notified by Sponsor by Facebook or Instagram advising the potential winner to respond to such notification, along with the contact information for the potential winner and any other information requested by Sponsor (the "Potential Winner Notification"). The potential winner receiving the Potential Winner Notification will be required to respond to the Potential Winner Notification and provide the information requested by Sponsor within **24 HOURS** from the date and time the potential winner received the Potential Winner Notification from Sponsor.

If the potential winner timely responds to the Potential Winner Notification, as instructed by Sponsor, Sponsor will then send to the potential winner by email, at the email address provided by potential winner (or to such other method identified by Sponsor for providing the same), an Affidavit of Eligibility and Liability Release, and, where legal, a Publicity Release, unless prohibited by law, and any other documentation that Sponsor may require (the "Affidavit"). The Winner will be required to sign, scan, and return electronically or sign and mail to Sponsor an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release, all of which must be completed and returned by no later than December 9, 2022, or the prize will be forfeited and awarded to an alternate winner(s).

In the event: **(a)** potential winner cannot be reached for whatever reason after attempting to send the Potential Winner Notification to the potential winner, **(b)** potential winner fails to respond to the Potential Winner Notification by the deadline, including by providing the information requested by Sponsor, **(c)** of noncompliance with the above or within any of the aforesaid time periods, **(d)** potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, **(e)** potential winner cannot or does not comply with the Official Rules, **(f)** potential winner's Potential Winner Notification or Affidavit is returned as undeliverable or not received for whatever reason, or **(g)** potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible Entries received. Winner selection is under the supervision of Sponsor, whose decisions are final and binding in all respects.

- 9. PUBLICITY RELEASE; USE OF PERSONAL INFORMATION:** By accepting the prize, the Winner grants permission to the Sponsor to use his or her name and/or photographs, likenesses, voices, and biographical information for publicity and promotional purposes without further compensation unless prohibited by law. By accepting the prize, the Winner acknowledges that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof including, but not limited to, its quality, non-infringement, merchantability, or fitness for a particular purpose.

10. RELEASE OF LIABILITY: By participating in this Sweepstakes, Entrants agree, to the fullest extent permitted by applicable law, to release, discharge and hold harmless the Sponsors, Facebook, Inc., its and their subsidiaries or affiliates, its and their advertising and promotion agencies, all of the foregoing's successors and assigns, and all of the foregoing's directors, officers, shareholders, employees, representatives, and/or agents (collectively, the "Released Parties"), from and against any and all claims, damages, liability, losses, costs, judgments, settlements, and/or expenses (collectively, "Losses") arising out of this Sweepstakes or Winners' acceptance, use, or misuse of any prize received in connection with this Sweepstakes. Entrants agree that, to the fullest extent permitted by applicable law, no claim relating to such Losses shall be asserted against the Released Parties. By accepting a prize, the Winners agree to release and hold the Released Parties harmless from any and all Losses of any kind resulting from the acceptance, possession or use of any prize including, without limitation, personal injuries, death and property damage. Winners assume liability for injuries caused or claimed to be caused by participating in the Sweepstakes, or by the acceptance, possession or use of any prize. ALL ENTRANTS UNDERSTAND AND AGREE THAT THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INC. OR INSTAGRAM.

11. MARKETING: Results of all prize drawings will be posted on social media pages. Winners agree to allow his/her name and likeness be used in promotional materials and advertising without further compensation.

We value your privacy and will not give, sell, or rent your contact information to any third party. By providing your contact information through the contests you will automatically receive occasional news, updates, or mailings from the Lackawanna County Convention & Visitors Bureau in the future, but you will have the ability to opt-out of these communications at any time.