## **Camp Fire Sweepstakes**

#### OFFICIAL RULES

NO PURCHASE, DONATION, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

**Eligibility:** This Camp Fire Sweepstakes ("Sweepstakes") is open to all legal residents of the 50 United States and the District of Columbia, who are at least 18 years old at the time of entry. The Sweepstakes is void outside the U.S., in Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

**Sponsorship**: This Sweepstakes is sponsored by Protect Our Winters ("Sponsor"), located at 4676 Broadway Street, Boulder, CO 80304. Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders and employees (including the immediate family members of such employees and/or those living in the same household of each such employees), and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes, including without limitation, are not eligible to participate. Sponsor will conduct Sweepstakes substantially as described in these Official Rules.

**Entry Period**: This Sweepstakes begins on December 13th, 2018 at 10:00 am MT and ends on December 21st, 2018 at 5:00 pm MT ("Entry Period").

#### How to Enter:

# a. Automatic Entry with Donation

To be automatically entered via donation, provide your name, email address, mailing address, phone number, and payment information on the Camp Fire Sweepstakes webpage at: <a href="https://protectourwinters.org/camp-fire/">https://protectourwinters.org/camp-fire/</a>. All entries are subject to verification of eligibility before a prize can be awarded. If the entrant does not meet the eligibility requirements listed above, his/her entry is automatically void. All donations are final and nonrefundable.

### b. Alternative Method of Free Entry

No purchase, donation, or payment of any kind is necessary to enter or win this Sweepstakes. A purchase, donation, or payment will not increase entrant's chance of winning. To be automatically entered into the Sweepstakes via an alternative method of free entry, you may request an entry form from <a href="mailto:info@protectourwinters.org">info@protectourwinters.org</a> and mail your entry to Protect Our Winters Sweepstakes, 4676 Broadway, Boulder, CO 80304. All entries must be received before the end of the Entry Period in order to be considered for the Drawing.

**Entries**: Limit of up to Fifty (50) entries per eligible user each 24-hours during the Entry Period. Entries using macro, robotic, scrip or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt. Sponsor is not responsible for late, incomplete, or inaccurate entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the e-mail address. The "authorized account holder" is defined as the natural person to whom the e-mail address is assigned by an Internet service provider, online service provider, or other organization (e.g., business,

educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**Grand Prize**: Two (2) Grand Prize winners will be awarded either: a Jones Flagship snowboard or a Jones Twin Sister snowboard. Approximate retail value of the Jones Flagship snowboard is \$599.95. Approximate retail value of the Jones Twin Sister snowboard is \$499.95. Winner(s) is responsible for any federal, state and local taxes. Prize is non-transferrable, not redeemable for cash and not exchangeable for any other prize. Sponsor will not replace any lost or stolen prize items. No prizes are won simply by entering.

**Taxes:** Any valuation of the prize(s) stated above is based on available information and the value of any prize awarded to a winner may be reported to the Internal Revenue Service for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes and paying any expenses associated with claiming or using the prize, which are not specifically provided in the official rules. Upon request, Winner must provide Sponsor with valid identification and a valid taxpayer identification or social security number before any prize will be awarded. Any person winning more than \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

**Drawing**: The Winner(s) ("Winner") will be selected in a random drawing from among all eligible entries collected during the Entry Period taking place on or about December 21, 2018 at the Sponsor's principal place of business. Both methods of entry described in these Official Rules will be treated with equal dignity, and no purchase, donation, or payment will increase an entrant's chance of winning. The Drawing will be conducted by the Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes or obtained winner status using fraudulent means. If there is a dispute about the identity of an entrant, prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address. If winner is found to be ineligible or not in compliance with Sweepstakes rules, winner will be disgualified and an alternative winner will be selected from a separate random drawing. Winner will be notified by telephone. Inability of the Sponsor to get in contact with the winner within seventy two (72) hours after selection, may result in a disqualification of winner and an alternate winner may be selected in a separate random drawing at Sponsor's discretion. Grand Prize will be sent to the winner through the mail no later than fourteen (14) days after winner has been notified and accepted. If prize is returned as undeliverable, then the prize will be forfeited and an alternative winner will be randomly selected. To receive a copy of the name of the Winner, mail a self-addressed, stamped envelope to be received by December 21, 2018, to "Camp Fire Sweepstakes Winners List, Attn: Joe Bouchard, 4676 Broadway Street, Boulder, CO 80304.

**Odds**: The odds of winning depend on the number of eligible entries received, according to the eligibility requirements of the Official Rules.

**CONSUMER DISCLOSURE**: one Jones Flagship snowboard and one Jones Twin Sister snowboard. Approximate retail value of the first Grand Prize is \$599.95. Approximate retail value of the second Grand Prize is \$499.95. The prize will be awarded on December 21, 2018 and these rules do no constitute a winning of the prize. The prize will be awarded via a random

Drawing and there is **NO PURCHASE NECESSARY** to be entered into the Drawing. The odds of winning are one (1) out of the total number of entries. This contest is sponsored by Protect Our Winters located at 4676 Broadway Street, Boulder, CO 80304. The winner must be a resident of the 50 United States of America in order to receive the Grand Prize. All entries must be received by January 3, 2018 at 5:00 PM MT.

WARNING: ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

**Permission to use email address and data privacy:** By entering the Sweepstakes, entrant accepts and gives permission to Protect Our Winters to add entrant's email address to the Protect Our Winters database of email addresses. Entrant may on occasion receive email from Protect Our Winters or its affiliate(s), but will have the option to opt out of receiving further communications from Protect Our Winters. The collection and use of entrant information will be governed by Protect Our Winters' online Privacy Policy, which is incorporated into these Official Rules.

**General Terms**: By entering the Sweepstakes you agree to abide by the terms of the Official Rules, and decisions of the Sponsor, which will be final and binding in all respects. Sponsor reserves the right, at its sole discretion, to refuse, disqualify or withdraw any entry at any time. Sponsor will not be responsible for any injury, damage or loss of any kind resulting from participation in the Sweepstakes. Except where prohibited by law, by accepting the prize, the Winner grants Sponsor a perpetual, worldwide, royalty-free license to use winner's name, photograph, voice and/or likeness without further authorization, compensation or remuneration of any kind for advertising or promotion and other publicity purposes in any kind and all media now and hereafter known throughout the World.

**Eligibility and Release:** By participating, each entrant represents that he or she is eligible to participate in the Sweepstakes as described under these Official Rules and agrees to release, discharge, indemnify and hold harmless Protect Our Winters, its officers, employees, agents, and affiliates ("Released Parties") from and against any and all claims, damages or losses suffered by entrant or a third party, including any claim for personal injury or loss, intellectual property infringement or violation of any right of privacy or publicity, which may occur from the conduct of, or participation in, the Sweepstakes.

**Limitation of Liability:** By entering the Sweepstakes, all entrants agree to release, discharge, hold harmless and indemnify the Released Parties from any claims, losses, or damages arising out of their participation in this Sweepstakes or any Sweepstakes-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder.

Protect Our Winters assumes no responsibility for any error, omission, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of unauthorized access to Sweepstakes entries or entry forms; or alteration of entries or entry forms. Protect Our Winters is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or provides, computer equipment, software,

failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or other persons' computers related to or resulting from participation, uploading or downloading of any material related to this Sweepstakes.

**Severability**: If the application of any provision or provisions of these Official Rules to any particular facts or circumstances is held to be invalid or unenforceable by any arbitrator or court of competent jurisdiction, then: (i) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of these Official Rules will not in any way be affected or impaired thereby; and (ii) such provision or provisions will be reformed without further action by the parties and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

Applicable Law: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Denver, Colorado; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential, or other damages, including without limitation lost profits, may be awarded (collectively, "Special Damages"); and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Colorado State law, without reference to Colorado's choice of law rules, governs the Sweepstakes and all aspects related thereto.

**Copy of Official Rules:** To receive a copy of these Official Rules, mail a self-addressed, stamped envelope to be received by December 21, 2019, to "Camp Fire Sweepstakes" Official Rules, Attn: Joe Bouchard, 4676 Broadway Street, Boulder, CO 80304.