

2020 Sweetwater County Joint Travel and Tourism Board:
#LifeisSweetwater Social Contest

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. Eligibility: To be eligible to enter the “#LifeisSweetwater Social Contest” (the “Contest”), 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 Sweetwater County Joint Travel and Tourism Board 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 Contest;
- (4) not an employee, officer, or director of any company or organization associated with the Contest;
- (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 contest is subject to all applicable federal, state, and local laws and regulations. The Contest is void where prohibited by law.

2. Sponsor & Administrator of the Contest: 404 N Street, #304, Rock Springs, Wyoming USA 82901

3. Agreement to Official Rules: By participating in the Contest, 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 contest. Winning any prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Periods: The Contest entry period begins at **12:00 A.M. Eastern Time (“ET”) on March 11, 2020** and ends at **11:59:59 P.M. ET on August 31, 2020** (the “Entry Period”). Sponsor’s computer is the official timekeeping device for this Contest.

5. How to Enter: NO PURCHASE IS REQUIRED TO ENTER OR WIN THE CONTEST. Submitting a photo using the hashtag #LifeisSweetwater on Facebook is the only method of entry. 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. Contest: Each month beginning March 24, 2020 through August 31, 2020, Sponsor will conduct a public

polling on Facebook from eligible entries. The entry with the majority of votes will be the winner for the Contest, subject to the respective entrant complying with and fulfilling all requirements of these Official Rules.

The potential winner will be notified via a direct message on Facebook. Any submission using the hashtag #LifeisSweetwater becomes the sole property of Sponsor. Winning entries will automatically claim the prize. No response is required by the winner.

7. Prize; Odds:

One Prize

A featured placement in social advertisements and on the Sponsor website.

The prize is not transferrable or redeemable for cash.

The odds of an entrant winning a prize in this Contest 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 Contest 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 Contest, 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 Contest 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 Contest to address the impairment and resume the Contest 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 Contest 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 Contest 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 Contest, 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 Contest or receipt or use or misuse of any prize, including, but not limited to: (1) unauthorized intervention in the Contest; (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 Contest 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 Contest 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 Contest (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 CONTEST 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 Contest; provided that if it is not possible to award another entry due to discontinuance of the Contest 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 Contest, 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 Wyoming or the appropriate Wyoming state court located in Sweetwater County, Wyoming. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Wyoming, 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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