

Official OktoberForest Sweepstakes Rules

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

- 1. **Eligibility**: The Sweepstakes is open only to legal residents of the United States who are at least twenty-one (21) years old. Employees, Board Members and Trustees of The Nature Conservancy, as well as immediate family (spouse, parents, siblings, and children) and household members of those employees, Board Members and Trustees are not eligible to enter.
- 2. **Sponsor:** The Sweepstakes is sponsored by The Nature Conservancy, 425 Barlow Place, Suite 100, Bethesda, MD 20184 ("Sponsor"). This Sweepstakes is in no way sponsored by, endorsed by, administered by, or associated with, Facebook.
- 3. **Entry Period:** The Sweepstakes begins at 12:01 am EST on Wednesday, November 7, 2018 and ends at 11:59 p.m. EST on Wednesday November 28, 2018 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 4. **How to Enter:** To enter, fill out an entry form located on the DC, MD, VA Nature Conservancy's Facebook Page: https://www.facebook.com/natureDCMDVA/. You may only enter one (1) time, and you may not use an agency or automated system to enter. Sponsor reserves the right to reject any additional entries or entries that do not comply with these Official Rules. By entering, you indicate your unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. You cannot win a prize unless you comply with all requirements in these Official Rules.
- 5. **Drawing:** On or about Thursday, November 29, 2018, Sponsor will select one (1) potential winner(s) in a random drawing of all entries received. The odds of being selected depend on the number of entries received. Sponsor will attempt to notify a potential winner within 3-5 business days of the drawing.
- 6. **Potential Winner Requirements**: Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release within 2-5 days. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
 - **Prize(s):** One (1) winner will receive an Atlas Brew Works hat (approximate value of \$20.00), a Large Atlas Brew Works t-shirt (approximate value of \$20.00), and an Atlas Brew Works poster (unframed, approximate value of \$30.00). The total value of this prize is approximately \$70.00. The winner must provide a valid US shipping address in order to receive the prize. A winner is responsible for paying any income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize;



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however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.

- 7. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.
- 8. Release and Limitations of Liability: By entering, you agree to release and hold harmless Sponsor, Facebook, their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors; (c) printing errors; (d) late or undelivered mail; (e) errors in the administration of the Sweepstakes; or (f) injury or damage to persons or property. You waive the right to claim any attorneys fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 9. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor's <u>Privacy Policy</u>. The information you provide when you enter is provided to Sponsor, not to Facebook. Except where prohibited, you consent to Sponsor's use of your name in any list of winners (if applicable) and for promotional purposes in any media without further payment or consideration.
- 10. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Maryland, without giving effect to any choice of law or conflict of law rules (whether of the state of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Maryland.



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11. **Results:** To request a winners list, send a self-addressed, stamped envelope to Bridget Moynihan, 425 Barlow Place Suite 100 Bethesda, MD 20814. Requests must be received by Monday, December 31, 2018.