

## **Help Us Name the Preserve Official 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 eighteen (18) 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, 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203-1606 ("Sponsor").
- 3. **Entry Period:** The Sweepstakes begins at 6:00 am central on September 27, 2021 and ends at 10:00 pm central on October 17, 2021 (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:** Fill out an entry form located at <a href="https://www.nature.org/en-us/get-involved/how-to-help/places-we-protect/flint-hills-tallgrass-prairie-preserve">https://www.nature.org/en-us/get-involved/how-to-help/places-we-protect/flint-hills-tallgrass-prairie-preserve</a> You may submit multiple entries but only the first entry will be eligible for the prize drawing. 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 October 18, 2021 Sponsor will select three 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 three 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 10 days. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. 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.
- 7. **Prize(s):** Three (3) winners will receive a 20-ounce MiiR vacuum insulated bottle printed with Sponsor's logo and a travel tumbler lid with a total approximate value of \$44.90. The prize will only be shipped to an address in the United States. 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; however, Sponsor reserves the right to



## **Help Us Name the Preserve Official Sweepstakes Rules**

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.

- 8. **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 prizes 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.
- 9. Release and Limitations of Liability: By entering, you agree to release and hold harmless Sponsor, its 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.
- 10. **Privacy and Publicity:** Any information you submit as part of the Sweepstakes will be used in accordance with Sponsor's <u>Privacy Policy</u>. 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.
- 11. **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 Kansas. 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 Kansas without giving effect to any choice of law or conflict of law rules (whether of Kansas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Kansas.
- 12. **Results:** To request a winners list, send a self-addressed, stamped envelope to The Nature Conservancy Help Us Name the Preserve Sweepstakes Winners, 2420 Button Road, Topeka, KS 66618. Requests must be received by December 31, 2021.