## "GVP Go-Pack Giveaway" Facebook Sweepstakes

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

## **OFFICIAL RULES**

**1. Eligibility:** This Sweepstakes is open to legal residents of Mesa County, Colorado who attend the event Glade Park Movies Under the Stars on Friday, June 4, 2021.

Employees of Grand Valley Power, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. **Sweepstakes entries are limited to the United States and are void where prohibited.** 

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions of Grand Valley Power as final and binding as it relates to the content of this Sweepstakes.

**3. Effective date of entries:** Entries will be accepted in-person starting on June 4, 2021, at 6:00 p.m. MST and ending at 8:00 p.m. MST. Announcements will be made as the submission deadline approaches. All entries must be received on June 4, 2021.

**4. How to Enter:** The Sweepstakes must be entered by submitting an entry card provided during the Glade Park Movies Under the Stars event. The entry must fulfill all requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Grand Valley Power. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Grand Valley Power.

**5. Consumer Disclosure:** The Winner of the Sweepstakes (the "Winner") will receive a Wildfire Preparation Kit that includes a disaster information deck, emergency kit and emergency food supply kit with a total approximate retail value (**"ARV"**) of \$100.00 USD. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Grand Valley Power. No cash or other prize substitution shall be permitted except at Grand Valley Power's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Grand Valley Power to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected by a random drawing of eligible entries under the supervision of Grand Valley Power. Entrants must be present to win. If present, winner may receive the prize at the Event, subject to verification. All prize claims must be made prior to the conclusion of the day. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT GRAND VALLEY POWER'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Sweepstakes, you understand and agree that Grand Valley Power, anyone acting on behalf of Grand Valley Power, and Grand Valley Power's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

9. Terms & Conditions: The Sweepstakes Entities are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be

disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Sweepstakes. ANY ATTEMPT BY A PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

10. **Entry Information and Sweepstakes Communications.** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list.

**11. Limitation of Liability:** By entering, You agree to release and hold harmless Grand Valley Power and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or

his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**12. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Colorado having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Participant further waives all rights to have damages multiplied or increased.

**13. Winners List:** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Grand Valley Power, 845 22 Road, Grand Junction, Colorado, 81505. Requests must be received no later than June 30, 2021.

**14. Sponsor:** The Sponsor of the Sweepstakes is Grand Valley Power, 845 22 Road, Grand Junction, Colorado, 81505.

**15. Facebook:** If you use Facebook to communicate or administer Sweepstakes, include the following: The Sweepstakes hosted by Grand Valley Power is in no way sponsored, endorsed, administered by, or associated with Facebook. By entering the Sweepstakes, you have affirmatively reviewed, accepted, and agreed to all of the Official Rules.

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