

## **“Feeling Lucky” Facebook Contest**

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 Contest is open only to authorized account holder(s) who are members of Grand Valley Power and who have active electric service, as of the date of entry. Employees of Grand Valley Power, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant (“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 Contest.

**3. Contest Period:** Entries will be accepted online starting on March 17, 2019 at 9:30 a.m. MST and ending March 17, 2019 at 12 p.m. MST. All online entries must be received by March 17, 2019 at 12 p.m. MST.

**4. How to Enter:** The Contest must be entered by submitting an entry on the “Feeling Lucky” St. Patrick’s Day post using the comment field provided at <https://www.facebook.com/GVRuralPower/>. The entry must fulfill all Contest 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 Contest (the “Winner”) will receive a \$10 Bill Credit which will be applied to the Winner’s Grand Valley Power bill the following bill period. 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. Winner will be notified by Facebook Message, or by phone within two (2) business day following selection of Winner. Grand Valley Power shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If

Winner cannot be contacted, is ineligible, fails to claim the prize within (2) two business days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest 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 CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), 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 Contest, 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:** Grand Valley Power reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Grand Valley Power's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Grand Valley Power may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Grand Valley Power. Grand Valley Power reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry

process or the operation of the Contest or website or violates these Terms & Conditions. Grand Valley Power has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Grand Valley Power reserves the right to seek damages to the fullest extent permitted by law.

**10. 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 Contest 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.

**11. Disputes:** THIS CONTEST 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 Contest, 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 Contest, 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 Contest). Participant further waives all rights to have damages multiplied or increased.

**12. 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 March 31<sup>st</sup>, 2019.

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

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

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