

2022 Summer TrailMoments Challenge Giveaway Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- I. **PROMOTION PERIOD:** The 2022 Summer TrailMoments Challenge (the “Promotion”) begins on or about 12:00:01 a.m. Eastern Time (“ET”) on June 21, 2022 (“Start Date”), and ends at 11:59:59 p.m. ET on Sept. 2, 2022 (the “Promotion Period”). The Promotion is sponsored by Rails-to-Trails Conservancy, 2121 Ward Court, NW, 5th Floor, Washington, DC 20037 (the “Sponsor”). The official clock for purposes of the Promotion is the computer of the Sponsor.
- II. **ELIGIBILITY:** The Promotion will be open solely to legal United States residents of the fifty (50) states in the United States and the District of Columbia, who are eighteen (18) years of age or older (exceptions: must be 19 years of age or older for those that reside in the states of Alabama or Nebraska, and 21 years of age or older in the state of Mississippi) as of the date of entry. Officers, members, directors, representatives and employees of the Sponsor, and any of its parent companies, affiliated companies, subsidiaries, dealers, franchisees, licensees, distributors, suppliers, participating retailers, advertising/promotion/judging agencies, persons engaged in the development, production or distribution of materials for this Promotion (collectively, the “Released Parties”) and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings—whether biological, adopted, step or in-law) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. **Void in Puerto Rico, the U.S. Virgin Islands, Guam, U.S. Military installations in foreign countries, and where prohibited, taxed, or restricted by law.**
- III. **HOW TO PARTICIPATE IN THE PROMOTION:** An individual will be deemed a participant (the "Participant") in the Sweepstakes Promotion to win a prize pack if he/she/they is eligible, visits <https://www.railstotrails.org/trailmoments> (the “Website”), **and shares their Trail Moments—stories or experiences from the trail—by completing the participation prompts.** Public libraries have free internet access. Each participant will need to provide the following information to be entered into the Promotion: first and last name, ZIP code, and email address. By completing and submitting the Sweepstakes registration for the prize pack during the Promotion Period, each Participant will earn one (1) Sweepstakes entry. Limit of one (1) entry per Participant during the Promotion Period. **All required information must be completed to enter and to be eligible to win.** Incomplete entries will be disqualified.

Sponsor reserves the right, in its sole discretion, to void any and all entries of a Participant that Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness or proper play of this Promotion. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of an entry. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are

void. Sponsor reserves the right to disqualify and/or block access to the Website by any individual suspected of using such processes. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered, misdirected or lost entries, which will be disqualified. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

IV. **USE OF PERSONAL INFORMATION/OPT IN:** By entering the Promotion, you consent for the Sponsor to obtain, use and transfer your name, address and other information (**“Personal Information”**) for the purpose of administering this Promotion, and such Personal Information will be kept by Sponsor for marketing purposes in accordance with its privacy policy (railstotrails.org/privacy/), as posted on the Website. The information that you provide in connection with the entry process will be used for the Sponsor’s purposes only.. You will remain eligible for this Promotion whether or not you opt in to receive promotional emails from the Sponsor and will have the ability to opt out of receiving future promotional emails by clicking on the link contained in the most recent promotional email received.

V. **LIMITATIONS OF LIABILITY:** If for any reason this Promotion is not capable of running as planned for any reason, including, without limitation, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, government regulation, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to terminate, modify or suspend the Promotion, in whole or in part, at any time, without notice, and award the prizes, via a random draw, using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Any person who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Released Parties assume no responsibility for any incomplete, incorrect or inaccurate information, whether caused by Website users, tampering, hacking, any of the equipment or programming associated with or utilized in the Promotion, or any technical or human error. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, providers, computer equipment, software; failure of any email or entry to be received on account of technical problems, human error or traffic congestion on the Internet or at any website; or any combination thereof, including any injury or damage to participant's or any other person's computer (or any information/material stored therein) relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an

email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

- VI. **PRIZES:** There will be at least 10 prize packs available to be awarded, one pack for each week of the Promotion. The Prize Winners will each receive a prize pack featuring Rails-to-Trails Conservancy gear. The Approximate Retail Value ("ARV") of each prize pack is \$50, depending upon the prize. The make, model, item, and/or style for each aforementioned prize is to be determined by the Sponsor in its sole discretion. The Total Prize Pool value is approximately: \$500.
- VII. **PRIZE WINNER SELECTION:** The Prize Winners will be selected from among all eligible entries received, in a random drawing on or about each Thursday of the Promotion by the Sponsor, whose decisions are final and not subject to challenge and/or appeal in all matters relating to this Promotion. Odds of winning a prize will depend on the total number of eligible entries received. Each Grand-Prize Winner will be notified by email and/or phone call. Upon initial notification and verification of each Prize Winner, a confirmation will be sent to the prize winner via email, phone or other home delivery service of Sponsor's choice.
- VIII. **PRIZE TERMS AND CONDITIONS:** Each Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Each Prize Winner may be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release (collectively, the "Prize Acceptance Release") and verification of age. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential winner fails to return requisite document within the specified time period, and/or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified, and an alternate winner will be selected for the prize at issue. To claim a prize, you will be required to provide your correct full name, mailing address, telephone number, email address and any additional information needed for prize fulfillment. The Prize Acceptance Release is subject to verification by Sponsor, and all potential winners are subject to verification before any prize will be awarded. The Sponsor and Released Parties have not made any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize awarded and specifically disclaim all such warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. The prizes are awarded without warranty of any kind either expressed or implied. A prize may not be sold, traded or commissioned, and is not exchangeable, transferable or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any prize with another prize of equal or greater value. Prizes may be fulfilled by a third party. The Sponsor and Released Parties are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any prize awarded in this Promotion. Each Prize Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive. The

stated "ARV" of the prize is based on available information provided to Sponsor, and any difference in ARV at the time of awarding will not be awarded, and the value of the prize awarded to a winner may be reported for tax purposes as required by law. Each Prize Winner's acceptance of a prize constitutes permission (except where prohibited) for the Sponsor to use the winner's name, photograph, video, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation.

- IX. **MODIFICATION:** In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules. If for any reason Sponsor determines, in its sole discretion, that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever, Sponsor reserves the right to terminate, suspend, postpone, delay or modify the Promotion, in whole or in part, including, but not limited to, any occurrences described in Rule No. V above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion. If Sponsor determines that more prize claims are submitted or more prize notices are distributed than the number of prizes offered in these Official Rules, Sponsor shall immediately suspend the Promotion and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. For example, Sponsor may select a winner or winners in a random drawing from among the eligible entries received up to the time of the impairment or conduct a random drawing among all legitimate prize claimants, and neither Sponsor, nor any of the Released Parties, shall have any further liability to any entrant in connection with the Promotion.
- X. **RELEASES:** All Participants, as a condition of participation or entering in this Promotion, agree to defend, indemnify, release and hold harmless Sponsor; its affiliates; the officers, directors and employees of Sponsor and of its affiliates; and Released Parties; from and against any and all liability, claims, damages, injuries or actions of any kind whatsoever for injuries, damages or losses to persons or property which may be sustained in connection with: (a) accessing the Sponsor's Website; (b) participating in any aspect of the Promotion, including, without limitation, while preparing for, participating in and/or traveling to or from any prize or Promotion-related activity, including, without limitation, any injury, damage, death, loss or accident to person or property; (c) the receipt, ownership, possession, use or misuse of any prize awarded; (d) viruses or any downloading or other problems with the Promotion application; or (e) any typographical, printing, or other error in these Official Rules, advertisements or the announcement of offering of any prize. Each prize winner bears all liability and risk of loss to his/her/their respective prize after it has been delivered.
- XI. **GOVERNING LAW/DISPUTES:** By participating, Participants agree to be bound by the Official Rules, Sponsor's Website Terms of Use (if any and if applicable to Participant's method of participating) and the decisions of the Sponsor, which are final and binding in all respects. Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in Washington, D.C.; (2) any and all claims, judgments and awards shall be

limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event legal fees; and (3) under no circumstances may entrant obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participants, Sponsor or the Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the District of Columbia without giving effect to any choice of law or conflict of law rules (whether of the District of Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the District of Columbia.

- XII. **OFFICIAL PROMOTION RULES REQUEST:** For a copy of these Official Rules, send a request specifying Official Rules along with a self-addressed, stamped envelope postmarked by 9/3/2022 and received by 10/3/2022 mail to: Rails-to-Trails Conservancy/"Summer Trail Moments Challenge" Sweepstakes Official Rules, 2121 Ward Court, NW, 5th Floor, Washington, DC 20037.
- XIII. **WINNERS LIST REQUEST:** To request confirmation of the name and city/state of residence for the prize winner(s), please send a self-addressed, stamped business-size envelope, by 10/31/2022, to: Rails-to-Trails Conservancy/"Summer Trail Moments Challenge" Sweepstakes Winners List, 2121 Ward Court, NW, 5th Floor, Washington, DC 20037. Requests received after December 30, 2022 will not be acknowledged or returned.
- XIV. **SPONSOR:** Rails-to-Trails Conservancy, 2121 Ward Court, NW, 5th Floor, Washington, DC 20037.
- XV. **MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company, or the manufacturer or distributor of such product or service, and except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For Participant, to the extent there is a conflict between Official Rules appearing in any other location and in any terms of use or other agreements posted on the Sponsor's Website, these are the Official Rules to be abided by.