



## **“Ultimate Country Roads” Sweepstakes OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.**

The “Ultimate Country Roads” Sweepstakes (the “Sweepstakes”) is intended for legal residents of the United States of America (USA) and shall only be construed and evaluated according to U.S. law and applicable state law. Do not enter this Sweepstakes if you are not located in the USA at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Grand Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by West Virginia Department of Tourism, 1900 Kanawha Blvd E, Charleston, WV 25305 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the United States of America who are at least twenty-one (21) years of age at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Winner (as defined below)).

**HOW TO ENTER:** The Sweepstakes begins at 5:00:00 p.m. Eastern Time (“ET”) on July 29, 2021 and ends at 5:00:00 p.m. ET on October 31, 2021 (“Sweepstakes Period”). The Sponsor’s computer is the official time-keeping device for the Sweepstakes. Eligible Entrants will be able to enter the Sweepstakes by visiting <https://www.wvtourism.com/gorgesweeps> (the “Website”) and following the links and instructions to complete the Sweepstakes registration form. Entrant will be required to provide his/her full name, complete mailing address, phone number, email address, and Instagram handle. A mobile version of the Website will be made available for those eligible Entrants with Smartphone capabilities and access.

**All entries must be received by the Sponsor by 5:00:00 p.m. ET on October 31, 2021 in order to be eligible. By properly completing the Sweepstakes registration form and following the Sponsor on Instagram, the Entrant will receive one (1) Sweepstakes entry. During the Sweepstakes Period, there will be a limit of one (1) entry per Entrant per day.**

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or email address that submits more than maximum allowed entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://commerce.wv.gov/privacy-policy-2/>. By participating in the Sweepstakes and providing your email address or any other applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared 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.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless 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) any

technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor 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 Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** The Prize drawing will be conducted by the Administrator, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. The Prize drawing will be conducted on or about November 1, 2021. Odds of winning the Grand Prize will depend on the total number of eligible entries received during the Sweepstakes Period. The potential Winner will be notified by the Administrator via telephone or email.

**GRAND PRIZE:** There will be **one (1) Grand Prize Winner**. The **Grand Prize Winner** ("Winner"), upon the Administrator's confirmation of eligibility, will receive a 5-day/ 4-night prize package for two (2) people in West Virginia (the "Location") ("Grand Prize" or "Prize"). The Grand Prize package includes:

- Two (2) roundtrip standard economy airfare tickets from a major commercial airport in the United States, near the Winner's primary residence and the Location, as determined by Sponsor (Sponsor reserves the right to substitute ground transportation for air transportation if Winner resides within 150 miles of the Location).

- 4-night single (double-occupancy) accommodations for two (2) people at hotel to be determined by the Sponsor (room and tax only).

- Food, non-alcoholic beverages, and activities during the stay.

The Approximate Retail Value ("ARV") of the total Grand Prize package is \$4,999, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If actual value of a Prize is lower than the stated ARV when a Prize is procured and fulfilled, then the difference will not be awarded. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner and/or traveling companion. The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or

omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or personal property. Travel, hotel, and other accommodations are subject to availability. The Grand Prize Winner and their traveling companion must travel on same itinerary. The trip must be fully executed by September 30, 2022, or the Prize will be forfeited. All travel dates are subject to change in the Sponsor's sole discretion. Certain blackout dates and material restrictions may apply. **NOTE: Substitution, assignment or transfer of the Prize is not permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of equal or greater value.**

**PRIZE CONDITIONS:** By accepting the Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of a Prize. The potential Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Prize. The Winner's travelling companion will be asked to complete and return a Travel Companion Waiver within the same allotted timeframe. **Note: The Affidavit sent to a potential Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winner is responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize, and the Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached or does not comply with prize redemption instructions within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting the Grand Prize, where permitted by law, the Winner grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible

or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that i) 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; ii) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorney fees and iii) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of West Virginia, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNERS LIST REQUEST:** To request confirmation of the name, city, and state of residence of the Winner, please send a self-addressed, stamped business size envelope, by December 14, 2021, to: ASC/BVK WVDT Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.

*This Sweepstakes is not in any manner sponsored, endorsed, administered by, or associated with Instagram.*