



OFFICIAL RULES 2023 DARK SKIES SWEEPSTAKES

SPONSOR: West Virginia Department of Tourism
Building 3, Suite 100, State Capitol Complex 1900 Kanawha Boulevard, East, Charleston, WV 25305

ELIGIBILITY: To enter the 2023 Dark Skies Sweepstakes, you must submit valid name, mailing address, email address and phone number. Anyone under the age of 18 must have parental consent. The contest is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

HOW TO ENTER: To enter the Contest you must submit valid name, mailing address, email address and phone number. Limit one (1) entry per person during the Contest Period.

ENTRY PERIODS: Entry Periods begin at 12:01 a.m. ET on April 15, 2023; Entry Periods end at 11:59 p.m. ET on July 1, 2023 All Entry Periods are for 2023.

WINNER DETERMINATION: A random drawing from all eligible entries will select 100 entries on or about July 1, 2023. Prizes will be mailed directly to the 100 winners.

PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):

- Grand Prize (15 winners)

GoPro Hero 11 Camera (ARV \$400.00)

- Other Prizes (85 winners)

Exclusive Dark Sky Bundle (ARV \$35.00)

Custom Nalgene Water Bottle (ARV \$20.00)

Winning a prize is contingent upon fulfilling all requirements set forth herein.

PLEASE NOTE: Any taxes on the prizes are the sole responsibility of the winner. Where not prohibited, affidavit of eligibility (including SSN), residency, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required from winner upon request by Sponsor. Prize is not transferable, and no substitution or cash equivalent is allowed, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute prize of the same approximate retail value if advertised prize becomes unavailable for any reason. Grand Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein relating to a prize are the sole responsibility of the winner. Limit one (1) prize per person during the Contest Period.

RANDOM DRAW & ODDS OF WINNING: On or about July 1, 2023 a random drawing from all eligible entries will select 100 finalist entries. Winning finalists will be notified by email using the contact information that was submitted.

WINNER CONFIRMATION: To be confirmed a winner, the selected entrant must: (1) respond as instructed within ten (10) business days to the mail notification; and (2) if requested by Sponsor, winner must execute and return within a reasonable specified time an Affidavit of Eligibility, Publicity Release, and Release of Liability (collectively, “Winner’s Documents”), that may include, without limitation, acceptance of the prize, tax information, and/or mutually acceptable liability releases, as requested by Sponsor, except where prohibited by law. If the selected entrant cannot be confirmed a winner for any reason, or if any Winner’s Documents requested by Sponsor are not fully completed within the specified time or are returned as undeliverable, the selected entrant may be disqualified and the prize will be forfeited and an alternate winner may be chosen.

PUBLICITY RELEASE: Except where prohibited, acceptance of a prize constitutes winner’s consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

ENTRANTS' AGREEMENT TO ABIDE BY OFFICIAL RULES: By entering, entrant agrees that s/he has read, accepted, and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or the awarding of a prize shall be submitted to Sponsor, whose decision shall be binding and final.

RELEASE OF LIABILITY: By entering, entrant agrees to release and hold harmless Sponsor and its dealers and retailers, affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Contest, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations ("Releasees") from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Contest-related activity, or participation in the Contest.

LIMITATION OF LIABILITY: Releasees are not responsible for, and each entrant releases and holds harmless, the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with, a prize or any portion thereof or this Contest. Without limiting the generality of the foregoing, the Releasees will not be responsible for any typographical or other error in the printed or other related material related to this Contest, the administration of the Contest, the selection of entrants, in the announcement of the prizes, including erroneous appearance of qualification for a prize, any entries or entrants disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to a prize or the Contest itself.

WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE CONTESTS.

DISPUTES REGARDING THE IDENTITY OF ENTRANT: Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the selected entrant may be required to provide proof that s/he is the authorized holder of the identified e-mail account.

CHANGES TO CONTEST, OFFICIAL RULES, ETC.: Under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/ or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial/ territorial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, but not the obligation, in its sole and absolute discretion, to award the prizes from among all entries received to date.

DISPUTES/CHOICE OF LAW: EACH ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN WEST VIRGINIA; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM 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 ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WEST VIRGINIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS OF ANY OTHER JURISDICTION THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF WEST VIRGINIA.

RULES GOVERN: The Contest will be run in accordance with these Official Rules, which shall prevail, govern, and control in the event of any inconsistency with any Contest-related materials.

PRIVACY: Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, to select the prize winners, and to fulfill the prizes, and will be treated in accordance with Sponsor’s Privacy Policy available at [<https://commerce.wv.gov/privacy-policy>].

AGREEMENT TO RECEIVE COMMUNICATION: By entering, entrant agrees to receive communications, including communications by email and United States mail, from the West Virginia Department of Tourism. Entrant may unsubscribe at any time.

WINNERS’ LIST: For the name of the winners, send a self-addressed stamped envelope by July 31, 2023 to: Winner’s List - 2023 Dark Skies Sweepstakes, West Virginia Department of Tourism, Building 3, Suite 100, State Capitol Complex 1900 Kanawha Boulevard, East, Charleston, WV