

# Win a cash card for your vacation in Western Montana – Warm Season Monthly Giveaway

## OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Win a monthly giveaway that includes a **\$200 or \$500 cash gift card**. The Glacier Country Monthly Giveaway (the "Contest") is open only to legal residents of the fifty (50) United States, the District of Columbia, Puerto Rico and the 10 provinces and three territories of Canada who are at least eighteen (18) years old at the time of entry. Employees and board of directors of Glacier Country Regional Tourism Commission and immediate family (spouse, parents, siblings and children) and household members of each such employee or board member are not eligible. The Contest is subject to all applicable federal, provincial, state, and local laws and regulations and is void where prohibited. Prizes and awards worth \$600.00 or more are taxable income under United States tax law, and the recipient may be required to report the value of the prize through appropriate filings with the Internal Revenue Service and state taxing authorities, and may be subject to income tax thereon. Each participant should consult his or her own tax adviser with respect to these issues.

**2. Sponsor/Administrator:** Glacier Country Regional Tourism Commission (Glacier Country), 3021 Palmer St., Suite A, PO Box 17631, Missoula, MT 59808-7631.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins March 1, 2023 at 12:01 a.m. Mountain Standard Time ("MDT") and ends September 30, 2023, at 11:59 p.m. MST (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest. Monthly drawings are made the last Friday of each month beginning, March 31, 2023 until Friday, September 29, 2023.

**5. How to Enter:** During the Contest Period, visit [glaciermt.com/summer](https://glaciermt.com/summer), [glaciermt.com/montana](https://glaciermt.com/montana) or the promotions tab on the Glacier Country page on Facebook and follow the links and instructions to complete and submit the registration form, including your Facebook name, phone number and a valid home address. Then, follow the directions to submit one (1) entry to the Western Montana – Warm Season Monthly Giveaway. By entering you agree that it conforms to the Entry Guidelines and Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion, your entry fails to conform to the Guidelines and Restrictions.

### Entry Guidelines:

- The Entry must contain valid contact information including mailing address, email and phone number;
- The Entry must not contain information not associated to entrant;
- The Entry must comply with Facebook's terms and conditions.

**Limit:** Each entrant may enter the Contest one (1) time during the Contest Period. Entries received from any person or email address in excess of the stated limit will be void. Entries generated by script, macro or other

automated means are void. Entering contest constitutes entrant's consent to give Sponsor permission to send entrant promotional information regarding Western Montana's Glacier Country. Entrants contact information will kept for the exclusive use of Glacier Country will not be shared with third party partners or vendors unless entrant "opts in" for additional information from trusted travel partners.

In the event of a dispute regarding any Entry, the authorized account holder of the email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**6. Winner Determination:** Each month of the Contest Period, a winner will be selected at random from all eligible entries.

**7. Winner Requirements:** Potential winner will be notified by email, mail or phone on or around the last Friday of the month during the Contest period beginning March 31, 2023. Except where prohibited, the potential winner (parent/legal guardian if a winner is a minor in his/her place of residence) may be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within five business days (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release within the required time period, does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up selected at random from all eligible entries. Only three (3) alternate winners may be determined, after which the prize will remain un-awarded.

Acceptance of the prize shall constitute and signify winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Entry and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**8. Prize:** SEVEN (7) MONTHLY PRIZES: See Contest page for prize awards. Approximate Monthly Prize Retail Value: \$200 - \$500; Actual Monthly Retail Value: \$200 - \$500. Winner will not receive difference between actual and approximate retail value. Terms and conditions of gift card apply. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Winner shall not be an agent or employee of Sponsor and is not entitled to any compensation in association with this contest.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless the Sponsor, Facebook, Inc., Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion.

If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing Entries, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Entry.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court or the Montana Fourth Judicial District Court, Missoula County, District Court; (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, 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 entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Montana without giving effect to any choice of law or conflict of law rules (whether of the State of Montana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Montana.

**13. Entrant's Personal Information:** Information collected from entrant is subject to Glacier Country Regional Tourism Commission Privacy Policy <http://www.glaciermt.com/privacy-policy.php>

**14. Winner List:** For a winner list, visit <http://www.glaciermt.com/contest>.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.

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I hereby acknowledge by entering the Monthly Giveaway and being awarded the prize, my participation and the participation of those accompanying me in this Contest constitutes my full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest.