

## Highland County Weekend Getaway Contest Rules

Updated April 29, 2024

### Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

**1. Eligibility:** The 2024 Highland County Getaway Contest (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who sign up at <https://www.highlandcounty.org/aug-2024-getaway-contest/>. Entrants must be twenty-one (21) years of age as of their date of entry in this promotion in order to qualify. This giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. Highland County, Virginia's residents, landowners, employees, subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employee's immediate family and/or those living in the same household of Employees are **ineligible** to participate in the Highland County Weekend Getaway Contest.

**2. Sponsorship:** The Sponsor is the Highland County Chamber of Commerce, Inc. ("Sponsor"), located at P.O. Box 223, 61 Highland Center Dr., Monterey, VA 24465. Sponsor will conduct the Contest substantially as described in these Official Rules.

**3. Agreement to Rules:** By entering this Contest, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Contest, You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Contest.

**4. Entry Period:** This promotion begins on Wednesday, May 1, 2024 at 12:00 AM EST and ends on Sunday, June 30, 2024 at 11:59 PM EST. To be eligible for the Contest, entries must be received within the specified Entry Period.

**5. How to Enter:** Eligible entrants can enter Contest by submitting an entry via the online form provided at <https://www.highlandcounty.org/>. As a participant, your entry must fully meet all Contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Duplicate entries will be discarded.

**6. Prizes:** The Winner of the Contest (the "Winner") will receive a two (2) night package that includes lodging at The Hogshead Cabin on August 16-17, 2024; a guided tour of Elegius Mini Equine Sanctuary; two complimentary tickets to the Taste of Highland on August 17, 2024; and a Highland County gift bag. Total value of this prize is \$1,000. Prize must be used August 16-18, 2024. The actual/appraised prize value may differ at the time the prize is awarded. The prize shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use

the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law. The Winner may be asked to provide the Sponsor with a completed, signed W-9 Form for tax purposes. A Form 1099 may be issued to Grand Prize winner.

**7. Odds:** The total number of eligible entries received determines the odds of winning.

**8. Selection and Notification of Winner:** The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner by email and phone within 48 hours following Winner selection scheduled for July 8, 2024. The Sponsor is not responsible for, nor shall have liability for, Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email, nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 48 hours from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize will be forfeited and an alternate Winner will be selected. Receipt of the prize (offered in the Contest) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**9. Rights Granted by You:** By submitting an entry into this Contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensee's successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

**10. Terms & Conditions:** In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Contest should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Contest. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Contest or Contest or website or violate these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user and previous Contest winners within the same calendar year. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

**11. Limitation of Liability:** Your entry into this Contest constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry

process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

**12. Disputes:** THIS Contest IS GOVERNED BY THE LAWS OF HIGHLAND COUNTY AND VIRGINIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in Virginia having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the 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 or Contest). The participant waives all rights to have damages multiplied or increased.

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Highland County Chamber of Commerce, Inc.'s website. Visit <https://www.highlandcounty.org/privacy-policy/> to read the Privacy Policy.

**14. Winners List:** You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to "Highland County Chamber of Commerce" at P.O. Box 223, Monterey, VA 24465. Requests must be postmarked no later than July 15, 2024.

**15. Social Media Channel-Specific Rules:** The Contest hosted by the Highland County Chamber of Commerce, Inc. is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

**16. Entrant Agreement:** By completing the entry form, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.