

## **OFFICIAL GIVEAWAY PROCEDURE**

The “Mountain Day” Giveaway (“Giveaway”) is sponsored Blue Cross and Blue Shield of Vermont (“Sponsor”). Entry Period: May 7, 2022 to May 21, 2022.

- Saturday, May 7 – campaign will be launched on social media. Individuals enter by posting their photo doing something active on Twitter, Instagram or Facebook
- Saturday, May 21– the campaign will end and the winner will be chosen randomly from the individuals who entered on May 23 or 24.

### Fair market value of prizes

#### Description

#### FMV

Vermont State Park pass (good for 10 visits each; 50 to be raffled off)     \$30 per pass

You agree that, by submitting an entry, you will be bound by these Official Giveaway Rules and you acknowledge that you satisfy all giveaway eligibility requirements.

## **OFFICIAL GIVEAWAY RULES**

### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN VOID WHERE PROHIBITED**

Please read these Official Rules before entering the giveaway.

**Eligibility:** The Mountain Day (the “Giveaways” or “Giveaway”) are open only to individuals who are 18 years of age or older and a resident of the United States. Participants are solely responsible for ensuring they understand and comply with their local and/or state statutes, rules, and regulations regarding games of chance. BCBSVT is not responsible for any violations as a result of a person’s noncompliance with their local and/or state statutes, rules, and regulations by participating in this giveaway. Employees and contractors of BCBSVT (and their immediate family members) are not eligible to win. Subject to all federal, state and local laws and regulations.

**Sponsor:** The Giveaways are sponsored and at no cost to BCBSVT unless otherwise stated. The giveaway is administered solely by BCBSVT and not in any way by its affiliates or partners. Any questions or comments regarding this promotion should be addressed to BCBSVT.

**Compensation:** BCBSVT does not receive compensation for hosting the giveaway. The opinions expressed on the sponsor’s products and services are their own. Information collected for the purposes of this giveaway will only be used to contact the winner(s) and will not be sold or given to any third party.

**Agreement to Official Rules:** Participation in a Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the BCBSVT, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Entry Period:** The start and end times/dates (the "Entry Period") are located on the applicable Giveaway page.

**Giveaway Entry/Submission:** Follow the directions on the applicable Giveaway page in order to submit an entry. The use of any agencies or automated software to submit entries will void all entries submitted by that person.

**Winner Selection and Notification:** Winner(s) will be entered into a database and selected via random drawing. The odds of being selected depend on the number of eligible entries received. Each participant has the ability to enter multiple times for the prizes indicated in the "Official Giveaway Procedure" section.

The procedures to enter chance(s) related to the corresponding prize(s) are located in the "Official Giveaway Procedure." You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules.

Winner will be notified by electronic communication within five (5) days following selection of Winner. BCBSVT shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT BCBSVT'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**Prize(s):** The prize(s) (and their retail values) are located on the applicable Giveaway page. No cash or other substitution may be made, except by BCBSVT, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by BCBSVT in its sole discretion. The winner is responsible for any taxes and fees associated with receipt or use of a prize.

**General Conditions:** The Sponsor may, in its sole discretion suspend the Giveaway or award the prize(s) at random from among the eligible entries received up to the time the Sponsor



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suspends the Giveaway. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**Release and Limitations of Liability:** By participating in the Giveaway, entrants agree to release and hold harmless the Giveaway Entities from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) 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 Giveaway or receipt of any prize. Entrant further agrees that in any cause of action, the Giveaway Entities' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Giveaway Entities 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. BCBSVT is not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Giveaway or downloading of information in connection with the Giveaway. Participant further waives all rights to have damages multiplied or increased.

**Publicity:** All information submitted in connection with this Sweepstakes will be treated in accordance with these Official Rules and [BCBSVT's Privacy Notice](#).

**Governing Law & Dispute Resolution:** Participants agree this Giveaway shall be governed by the laws of the State of Vermont. Venue for any litigation arising therefrom shall be Vermont state court. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorney's fees; and under no circumstances will any participant be permitted to obtain any award for, and participant hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

The Giveaway is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Amazon or any of their affiliated organizations.