



FORT COLLINS-LOVELAND WATER DISTRICT

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Garden in a Box Giveaway – Rules and Regulations

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the owner of this Facebook page and not to Facebook.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who are customers of Fort Collins-Loveland Water District.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Fort Collins-Loveland Water District as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting March 1, 2022 on and ending March 15, 2022. All online entries must be received by March 15, 2022 at 11:59 p.m. MST.
4. **How to Enter:** The Campaign must be entered by completing the associated form on the Fort Collins-Loveland Water District’s Facebook page. Additional entries may be achieved by following specific instructions on appropriate weekly posts. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Fort Collins-Loveland Water District.
5. **Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive one (1) of five (5) prizes each consisting of a ‘Colorado Oasis Garden In A Box. Valued at \$119. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Fort Collins-Loveland Water District. No cash or other prize substitution shall be permitted except at Fort Collins-Loveland Water District’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer / assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Fort Collins-Loveland Water District to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winner will be selected randomly under the supervision of Fort Collins-Loveland Water District. Winner will be notified by a tagged post on Facebook and a Direct Message within one week following selection of Winner. Fort Collins-Loveland Water District 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, or fails to claim the prize by March 25, 2022, 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 Fort Collins-Loveland Water District's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Fort Collins-Loveland Water District, anyone acting on behalf of Fort Collins-Loveland Water District and Fort Collins-Loveland Water District licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions : Fort Collins-Loveland Water District reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Fort Collins-Loveland Water District's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Fort Collins-Loveland Water District may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by [Giveaway Owner]. [Giveaway Owner] reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.

Fort Collins-Loveland Water District has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Fort Collins-Loveland Water District reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Fort Collins-Loveland Water District and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [location] having jurisdiction. Further, in any such dispute, under no circumstances shall 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 Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Sponsor: The Sponsor of the Campaign is Fort Collins-Loveland Water District.