

# Protect Our Winters Action Fund Survey Sweepstakes Official Contest Rules and Legal Disclaimer

NO PURCHASE, DONATION, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

## Introduction

By entering the Protect Our Winters Action Fund Survey Sweepstakes (the “Contest”), participant (the “Participant”) agrees to abide by these Official Contest Rules and Legal Disclaimer and the decision of Protect Our Winters Action Fund (“POW AF”), which are final and binding in all respects.

## Eligibility

The Contest is open to (i) all legal residents of the 50 United States and the District of Columbia, who are at least 18 years old at the time of entry. The Contest is void outside the U.S., in Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

## Sponsorship

This Sweepstakes is sponsored by Protect Our Winters Action Fund (“Sponsor”), Protect Our Winters Action Fund, 1919 14th St, Suite 700, Boulder, CO 80302. Sponsor and its respective affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders and employees (including the immediate family members of such employees and/or those living in the same household of each such employees), and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Sweepstakes, including without limitation, are not eligible to participate. Sponsor will conduct Sweepstakes substantially as described in these Official Rules.

## Entry Period

This Sweepstakes begins on Monday, October 7th, 2024, at 5:00 PM MT and ends on November 15, 2024, at 11:59 PM MT (“Entry Period”).

# How to Enter

## a. Automatic Entry with Survey Submission

To be automatically entered via survey submission, visit <https://powactionfund.org/triple-your-vote/>, and follow the instructions provided.

## B. Alternative Method of Free Entry without Survey Submission

No purchase, donation, or payment of any kind is necessary to enter or win this Sweepstakes. A purchase, donation, or payment will not increase an entrant's chance of winning. To be automatically entered into the Sweepstakes via an alternative method of free entry, you may request an entry form from [info@protectourwinters.org](mailto:info@protectourwinters.org) and mail your entry to Protect Our Winters Action Fund, 1919 14th St, Suite 700, Boulder, CO 80302. All entries must be received before the end of the Entry Period in order to be considered for the Drawing.

# Entries

Limit of one (1) entry per eligible user during the Entry Period. Entries using macro, robotic, scrip or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt. Sponsor is not responsible for late, incomplete, or inaccurate entries. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the e-mail address. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

# Grand Prize

Four (4) Grand Prize winners will be selected and will be awarded, after confirmation of eligibility, an Alpaca Raft, a Jones Snowboard, Sunski Sunglasses, or a Year of Treeline Coffee (together, the "Prizes"). Approximate retail value of all prizes is \$2,300. Winner(s) is responsible for any federal, state and local taxes. Prize is non-transferrable, not redeemable for cash and not exchangeable for any other prize. Sponsor will not replace any lost or stolen prize items. No prizes are won simply by entering.

# Taxes

Any valuation of the prize(s) stated above is based on available information and the value of any prize awarded to a winner may be reported to the Internal Revenue Service for tax purposes as

required by law. Winner is solely responsible for reporting and paying any and all applicable taxes and paying any expenses associated with claiming or using the prize, which are not specifically provided in the official rules. Upon request, Winner must provide Sponsor with valid identification and a valid taxpayer identification or social security number before any prize will be awarded. Any person winning more than \$600 in prizes from Sponsor will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

## Drawing

The Winner(s) (“Winner”) will be selected in a random drawing from among all eligible entries collected during the Entry Period taking place on or about November 20, 2024, at the Sponsor’s principal place of business. Both methods of entry described in these Official Rules will be treated with equal dignity, and no purchase, donation, or payment will increase an entrant’s chance of winning. The Drawing will be conducted by the Sponsor, whose decisions and interpretations on all matters relating to the Sweepstakes and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a prize to a person who is not eligible or has violated a rule, gained unfair advantage in the Sweepstakes or obtained winner status using fraudulent means. If there is a dispute about the identity of an entrant, the Prize will be awarded to the natural person to whom the email address is assigned by the internet service provider responsible for the domain associated with the submitted email address. If the winner is found to be ineligible or not in compliance with Sweepstakes rules, the winner will be disqualified and an alternative winner will be selected from a separate random drawing. Winner will be notified by telephone. Inability of the Sponsor to get in contact with the winner within seven (7) days after selection, may result in a disqualification of the winner and an alternate winner may be selected in a separate random drawing at Sponsor’s discretion. Grand Prize will be sent to the winner no later than thirty (30) days after the winner has been notified and accepted. If the Prize is returned as undeliverable, then the prize will be forfeited and an alternative winner will be randomly selected. To receive a copy of the name of the Winner, mail a self-addressed, stamped envelope to be received by December 1, 2024, to “Protect Our Winters Action Fund, Attn: Ben Gubits, Protect Our Winters Action Fund, 1919 14th St, Suite 700, Boulder, CO 80302.

## Odds

The odds of winning depend on the number of eligible entries received, according to the eligibility requirements of the Official Rules.

## CONSUMER DISCLOSURE

An Alpaca Raft, a Jones Snowboard, Sunski Sunglasses, or a Year of Treeline Coffee (together, the “Prizes”). Approximate retail value of all prizes is \$2,300. The prize will be

awarded on or about November 20, 2024 and these rules do not constitute a winning of the prize. The prize will be awarded via a random Drawing and there is NO PURCHASE NECESSARY to be entered into the Drawing. The odds of winning are one (1) out of the total number of entries. This contest is sponsored by Protect Our Winters Action Fund, Protect Our Winters Action Fund, 1919 14th St, Suite 700, Boulder, CO 80302. The winner must be a resident of the 50 United States of America in order to receive the Grand Prize. All entries must be received by November 15, 2024, at 11:59 PM MT.

## WARNING

ANY ATTEMPT BY ANY PERSON, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE ANY SPONSOR-OWNED WEBSITE OR MOBILE APPLICATION OR RELATED SOCIAL NETWORKING SITE, THE ENTRY PROCESS, OR OTHERWISE INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.

## Publicity

Subject to applicable law, entrance in the Contest constitutes the Participant's consent to POW AF and POW AF's affiliates to use their name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute any document reasonably required by POW AF to effectuate the terms hereof and failure to do so shall give rise to POW AF's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

## Release

Subject to applicable law, by entering into the Contest and potentially receiving a Prize, each Participant and winner agrees to release, discharge, and hold harmless POW AF, along with POW AF employees, officers, directors, affiliates, partners, agents, and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "Claim"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "Loss"), relating to or arising directly or indirectly out of

his or her participation in a Contest (or related activity such as a press release), and/or POW AF's right to exploit Participant's name and/or likeness or fully exploit any other right granted to it hereunder, and/or from Participant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from POW AF's (or any other affiliate of POW AF's) website).

## Limitation of Liability

IN NO EVENT WILL POW AF, AND/OR POW AF'S LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH POW AF, "POW AF PARTIES"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY POW AF PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. POW AF PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

## Use of Collected Materials and Information

POW AF will be collecting, storing, and exploiting personal data about Participants to administer the Contest and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering the Contest, Participants agree to POW AF's collection and use of their personal information. POW AF will not disclose any Participant's personal information to any non-affiliated third party.

## Dispute Resolution

The parties hereto acknowledge and agree as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., class actions suits are hereby waived by the parties), and exclusively by the state and federal courts situated in Denver County, Colorado; (2) that the laws of the state of Colorado shall govern, without regard to its conflict of laws principles; and (3) that the parties hereto waive any right to a trial by jury.

## Copy of Official Rules

To receive a copy of these Official Rules, mail a self-addressed, stamped envelope to be received by February 28, 2025, to Protect Our Winters Action Fund Survey Sweepstakes Official Rules, Attn: Ben Gubits, Protect Our Winters Action Fund, 1919 14th St, Suite 700, Boulder, CO 80302.