# **Memorial Day Giveaway**

NO PURCHASE IS NECESSARY TO 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

Memorial Day Shopping Spree (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Valley Wide Cooperative and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employees are not eligible. The contest is subject to federal, state, and local laws and regulations.

## 2. Sponsor

The Contest is sponsored by Valley Wide Cooperative, located at 2114 North 20<sup>th</sup>, NAMPA, Idaho 83687.

### 3. Agreement to Official Rules

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

#### 4. Contest Period

The Contest begins on May 14<sup>th,</sup> 2020 at 7:00 AM (MT) and ends May 26<sup>th</sup> at 6:00 PM (MT) (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following method(s)

#### 5. How to Enter

Online at valleywidecoop.com. Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period, regardless of method of entry. Entries received from any person, email address, or household in excess of the stated limitation will be void. All entries become the property of the Sponsor and will not be acknowledged or returned.

## 6. Prize Drawing

On or about May 26th, 2020, the Sponsor will select the winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about May 26th, 2020. If the potential winner cannot be

contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

#### 7. Winner Notification

The potential Grand Prize winner will be notified by email or phone. Each potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date the notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted or fails to submit the Declaration of Compliance within the required time period (if applicable), or the prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least eighteen (18) but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winner's behalf and fulfill any other requirements imposed on the winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent on upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

8. Prize BBQ Value (\$329) Kenmore, Black/Stainless Steel 4 Burner LP Gas Grill With Side Searing Burner, 52,000 Total BTU's With Stainless Steel Burners, 10K & 12K BTU Side Sear Burner, 621 SQIN Total Cooking Surface, Porcelain Coated Lid Includes Temperature Gauge, Steel Endcaps & Liner, Porcelain Coated Cast Iron Cooking Grates, Porcelain Coated Wire Warming Rack, Firebox & Flavorizor Bars, Stainless Steel Control Panel, Chrome Plated Knobs, Powder Coated Side Shelves, Enclosed Cart Grill With Powder Coated Doors With Stainless Steel Trim, Aluminum Grease Cup, Electronic Ignition & 3" Casters With 2 Locking.

#### 9. General Conditions

In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor

reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extant permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of the respective officers, directors, employees, shareholders, representatives, and agents (the Related Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet service Provider (ISP), network, server, wireless server provider, or other connections, availability, accessibility, or miscommunications, or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Party's liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

#### 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Idaho. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the

Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of Idaho, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Idaho.

## 12. Privacy

Information collected from entrants is subject to Sponsor's privacy policy.

## 13. Copyrights

Valley Wide Cooperative logos are copyrights of those entities.