

# OFFICIAL RULES

## 2023 SANTAS QUEST GIVEAWAY

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**GIVEAWAY DESCRIPTION:** The 2023 Santas Quest Giveaway (“Giveaway”) is sponsored by the Fort Collins, Colorado, Downtown Development Authority (“Sponsor”) and begins on November 17, 2023, at 12:01 AM Mountain Standard Time (“MST”) and ends on December 17, 2023, at 5:00 PM MST (“Giveaway Period”). The time will be determined by Sponsor’s timekeeping systems. Sponsor will have the sole discretion in determining the timeliness of any action or inaction related to this Giveaway. All times mentioned in these Official Rules are MST unless expressly noted otherwise. Sponsor is responsible for the collection, submission or processing of entries and the overall administration of the Giveaway. Entrants should look solely to Sponsor with any questions, comments or problems related to the Giveaway. Sponsor can be contacted through <http://www.downtownfortcollins.com>

**ELIGIBILITY:** Open only to legal U.S. residents. Persons under 18 years of age may enter the Giveaway with the permission of a parent or legal guardian. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Employees, agents and representatives of Sponsor are not eligible to enter or win. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. “Household Members” shall mean those people who share the same residence. “Immediate Family Members” shall mean spouses, parents, stepparents, grandparents, legal guardians, children, stepchildren, grandchildren, siblings, step-siblings and in-laws. By participating in the Giveaway, each entrant (or the parent or legal guardian of entrant on entrant’s behalf) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

### **OBTAINING AND SUBMITTING ENTRIES:**

To obtain an entry, follow these steps: (1) Obtain a Quest Form by picking one up at the Downtown Visitor Information Center located at 1 Old Town Square, Unit 107, Fort Collins, CO 80524, Sponsor’s office located at 19 Old Town Square, Fort Collins, CO 80524, or by printing one from <https://downtownfortcollins.com/play/santas-quest/>; (2) complete the “your information” section; (3) search the window display at each business identified in the Quest Form to locate the name of each business’s personalized, named Santa figurine; (4) write the name of each Santa figurine in the space provided on the Quest Form; (5) after finding and recording the name of each Santa figurine on the Quest Form, deposit the completed Quest Form in the Santas Quest mailbox located at the Downtown Visitor Information Center (address is above). Quest Forms must be fully completed in order to qualify as an entry. Each fully completed Quest Form constitutes one entry. Only one entry per person is allowed.

**TERMS AND LIMITATIONS ON ENTRIES:** A maximum of one entry per person may be submitted during the Giveaway Period. Entries remain valid for all prize drawings throughout the Giveaway Period, subject to the prize winner limitation described in the below section entitled “Winner Selection.”

Sponsor is not responsible for lost, late, mutilated, misdirected entries or entry requests or entries not received.

**WINNER SELECTION:** Winners will be randomly selected from all eligible entries received prior to the date and time of a given drawing. Entries must be received by the date and time indicated in the section below entitled “Drawings and Prizes” in order to be eligible for a given drawing. Odds of winning will vary depending on the number of eligible entries received. A maximum of one prize per person during the Giveaway Period.

**DRAWINGS AND PRIZES:**

Prizes and drawing dates are as follows:

December 1 Drawing (open to all entries submitted by 5:00 pm on November 30, 2023):

- \$100.00 Downtown Fort Collins Gift Card will be awarded to five individual winners on or about December 1, 2023.

(Total of five \$100.00 Downtown Fort Collins Gift Cards; total value of all prizes is \$500.00.)

December 18 Drawing (open to all entries submitted by 5:00 pm on December 17, 2023):

- \$100.00 Downtown Fort Collins Gift Card will be awarded to five individual winners on or about December 18, 2023.

(Total of five \$100.00 Downtown Fort Collins Gift Cards; total value of all prizes is \$500.00.)

Prizes consist of only those items specifically listed. Sponsor reserves the right to substitute any prize with a prize of equal or greater value in its sole discretion. Prizes cannot be transferred, redeemed for cash, or substituted by winner. Gift cards are valid only at participating locations and are subject to all terms, conditions and restrictions on the face of the gift cards or imposed by issuer. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. All properly claimed prizes will be awarded, but under no circumstances will more than the advertised number of prizes be awarded. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Prizes are awarded “AS IS.” Sponsor will not replace any lost or stolen prizes. Federal, state, and local taxes on prizes, if any, and any other costs, fees and expenses are the sole responsibility of winner. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law.

**WINNER NOTIFICATION:** Sponsor will notify potential winners by email or phone. If a potential winner is under 18 years of age, Sponsor will notify the parent or legal guardian of the potential winner identified on the Quest Form. If a potential winner (or the parent or legal guardian of a potential winner):

(a) does not respond after the first attempted contact from Sponsor within five calendar days by replying to the email or call; (b) is not in compliance with these Official Rules; (c) does not meet the eligibility requirements; (d) declines the prize; or (e) does not sign and return required documents or provide required identification by deadlines established by Sponsor, he or she will be disqualified and the prize awarded to an alternate winner as determined by random drawing from the remaining eligible entries. Sponsor will conduct up to two alternate drawings for the prize, time permitting. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or the potential winner's failure to adequately monitor his or her email account. The potential winner (or the parent or legal guardian of a potential winner), in Sponsor's sole discretion, may be required to: (a) provide confirmation that he or she is the owner of the relevant email address; (b) provide a scan or photo of a state-issued identification card; and/or (c) sign and return an affidavit of eligibility and release of liability, or a publicity release. Once the above conditions have been satisfied, and the winner confirmed, Sponsor will make the prize available for pick up by winner at Sponsor's office located at 19 Old Town Square, Suite 230, Fort Collins, CO 80524. Alternatively, winner may request that Sponsor mail the prize to the address provided by winner. Sponsor reserves the right to mail the prize to winner due to health or other considerations that, in Sponsor's sole discretion, make an in-person pick up inadvisable. Sponsor shall not be responsible for prizes lost, stolen or destroyed during or after mailing.

**WINNERS UNDER 18 YEARS OF AGE.** If a winner is under 18 years of age, the winner must be accompanied by a parent or legal guardian when picking up a prize in person. If the prize is mailed to a winner under 18 years of age, the prize will be addressed to the winner's parent or legal guardian.

**PUBLICITY, MARKETING & INFORMATION USAGE:** By entering this Giveaway, entrant (or entrant's parent or legal guardian on entrant's behalf) understands and agrees that submission of an entry constitutes permission to the Sponsor to: (a) use entrant's name, identity and titles for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law; and (b) share entrant's email address and any other personally identifiable information with third-parties as reasonably necessary for the purpose of administration and prize fulfillment, or for use in a publicly available winners list. Entrant (or entrant's parent or legal guardian on entrant's behalf) understands that any information provided to Sponsor (including, but not limited to, physical address, email address, phone number and other identifying information) may be subject to disclosure as required by law, including, but not limited to, the Colorado Open Records Act, C.R.S. 24-72-200.1 et seq.

**LIABILITY RELEASE & INDEMNIFICATION:** By entering this Giveaway, entrant (or entrant's parent or legal guardian on entrant's behalf) agrees to release, discharge and hold harmless Sponsor, Sponsor Affiliates and their respective parents, affiliates, and subsidiaries and all of their directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, entrant's participation in this Giveaway and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any misrepresentation made by the entrant in connection with the Giveaway; any non-compliance by the entrant with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to the entrant's involvement with the Giveaway; acceptance, possession, misuse or use of any prize or participation in this Giveaway; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in

the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Giveaway.

**WINNERS LIST/OFFICIAL RULES:** To obtain a copy of the winners list or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to Sponsor at the following address: Fort Collins Downtown Development Authority, 19 Old Town Square, Suite 230, Fort Collins, CO 80524. Requests for the winner list must be received no later than thirty (30) days after the Giveaway Period.

**OTHER TERMS:** Sponsor is not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the Giveaway, whether caused by computer, technical or human error. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, faulty, or incorrect transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind, any damage to any person's computer related to or resulting from participating in the online portion of the Giveaway, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Giveaway whether caused by computer, technical or human error. Sponsor reserves the right to cancel or modify the Giveaway or any portion of it for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Giveaway; or if a computer virus, bug, wireless failure, or other technical problem corrupts the administration, security, or proper administration of the Giveaway as determined by Sponsor, in its sole discretion. If Sponsor terminates the Giveaway, Sponsor will pick the winner(s) in a random drawing from among all eligible, non-suspect entries received as of the termination date and will post notice of its action on Sponsor's website. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. Sponsor reserves the right to disqualify any individual from further participation in the Giveaway if Sponsor concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Giveaway; (b) has disregarded or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Giveaway; or (d) has acted toward Sponsor, any Sponsor Affiliates, or any other entrant in an unfair, inequitable, annoying, threatening, disrupting or harassing manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Any attempt to undermine the operation of this Giveaway may be a violation of criminal and civil laws. Sponsor reserves the right to disqualify and/or seek damages from any individual making any such attempts to the full extent permitted by law. Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Giveaway, the terms of these Official Rules will govern.

**GOVERNING LAW & JURISDICTION:** EXCEPT WHERE PROHIBITED, ENTRANT (OR ENTRANT'S PARENT OR LEGAL GUARDIAN ON ENTRANT'S BEHALF) AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED

WITH THIS PROMOTION, OR PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT WITH REGARD TO THIS GIVEAWAY, BUT IN NO EVENT ATTORNEYS' FEES, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Giveaway shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules or provisions (whether of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Colorado. The state courts located in Larimer County, Colorado, and the federal courts located in Denver, Colorado, shall be the exclusive forum for any dispute relating to these Official Rules and/or this Giveaway. All participants and winners agree, by their participation in the Giveaway, to submit to the personal jurisdiction of the aforementioned state and federal courts in Colorado and waive the right to contest jurisdiction.

**SEVERABILITY:** If any term or condition of these Official Rules is held to be invalid or unenforceable, such term or condition shall be fully severable and all remaining terms and conditions shall continue in full force and effect.