## \$100 VISA Gift Card Giveaway Official Rules

## NO PURCHASE NECESSARY

- 1. Eligibility This sweepstakes is open only to legal residents of Vermont who are 16 years of age or older. Employees of the Vermont Department of Liquor and Lottery ("Sponsor") and their immediate family are not eligible. Only one entry per person is allowed.
- 2. Sweepstakes Period: The sweepstakes begins at 10:00 AM Eastern Standard Time (EST) on February 1, 2023 and ends at 11:59 PM EST on March 31, 2023. Winners will be drawn on April 3, 2023.
- 3. How to Enter: To enter the sweepstakes, participants must do one of the following:
  - a. **Online Entry:** Participant will complete the JUST ASK FOR ID PLEDGE FORM providing all required contact information.
  - b. Mail-In Entry: Participants may enter the sweepstakes by printing their full name, telephone number, the phrase "JUST ASK FOR ID ENTRY" and signature on a standard 4" x 6" card. Postcards should be mailed to Youth Education Sweepstakes, Vermont Department of Liquor and Lottery, 1311 US Route 302, Suite 100, Barre, VT 05641. Mail-in entries must be postmarked prior to March 31, 2023 and received within 7 days of the end of the sweepstakes period.

You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received or do not otherwise comply with these Official Rules will not be entered into the sweepstakes. Entries made in any manner not specifically allowed under these Official Rules will not be entered into the sweepstakes.

## 4. Winner Selection & Odds

The odds of winning are approximately 1 in 152 based on anticipated participation by 5000 individuals.

## 5. Prizes, Approximate Retail Value ("ARV")

There will be 33 prizes awarded. Three (3) \$500 Visa gift cards, (10) \$100 Visa gift cards and (20) \$50 gift cards will be awarded. Total ARV for all prizes available in this Sweepstakes is \$3500 USD. No substitution, cash redemption or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If the advertised prize cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local income taxes on prizes, if any, and all other costs associated with acceptance or use of the prizes is the sole responsibility of the winners. Arrangements for delivery of prizes will be made after winner validation. Limit of one prize per person. Unclaimed prizes will not be awarded. Use of gift cards are subject to the terms, conditions and policies of the issuer.

6. General Rules: All applicable federal, state and local laws apply. All potential winners will be contacted individually by email, telephone, regular mail or overnight mail. By participating in this Sweepstakes, entrants agree to abide by and be bound by these official rules and decisions of the Project Sponsor, which shall be final in all matters related to this Sweepstakes.

The Sponsor is not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond the Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in the printing or advertising related to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement/notification of prize winners; or (viii) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.

If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer viruses, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, or if this Sweepstakes is compromised or becomes corrupted in any way, electronically, or otherwise, Sponsor reserves the right, in its sole discretion, to suspend or terminate this Sweepstakes. If the Sweepstakes is terminated before the stated end date, the Sponsor will select any remaining winners in a random drawing from among all the eligible, non-suspect entries received through all entry methods combined as of the time/date of termination.

Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method, or any entry service.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made.

- 7. Release & Waiver: By participating in this Sweepstakes, entrants agree to release, discharge and hold harmless Sponsor from and against any and all liability, loss, injuries or damages associated with participation in this Sweepstakes or the acceptance, possession, use or misuse of any prize received in this Sweepstakes. By participating in this Sweepstakes, entrants waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to participate.
- 8. Disputes/Venue/Governing Law: By participating, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded (if applicable) shall be resolved individually, without resort to any form of class action, and exclusively by the Vermont Superior Court, Civil Division, Washington Unit; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and/or consequential

damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of any participant or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Vermont without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or notifications and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

- **9.** Terms of Privacy: No information supplied by entrants will be used for any purpose other than to contact the winning entrants. Entrant information will be retained by the Sponsor only for audit purposes and will not be used for further communications, promotions or other outreach efforts. Individual responses to the quiz will be maintained on a server completely separate from the Sweepstakes entries and no quiz responses will be connected to or associated with any individual Sweepstakes entry. Quiz responses will be analyzed at an aggregate level and there will be no connection or attempt to associate quiz responses to any individual Sweepstake entrant.
- **10.** Winners' List: All winners will be contacted within 3 weeks after the sweepstake end date. To protect individual privacy, winners' names will not be publicly posted. If you wish to obtain a list of winners, please email us at DLL.DLCEduTeam@vermont.gov or call us at (802) 828-2339.