

## **PUBLIC POWER WEEK 2020 CONTEST**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**1. Eligibility:** In order to participate in the Sweepstakes you must write and submit a public power-themed limerick. If under 18, you must be given permission by a parent or guardian. Parent/guardian will be the person submitting the entry. Participant must be a legal United States resident residing in Colorado throughout the sweepstakes period to be eligible to win. The Sweepstakes is subject to federal, state, and local laws and regulations. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.

Employees of City of Longmont (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes.

**2. Sponsor:** The Sweepstakes is sponsored by City of Longmont, located at 350 Kimbark Street, Longmont, Colorado, 80501.

**4. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of City of Longmont, as final and binding as it relates to the content. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

**5. Sweepstakes Period:** The Sweepstakes begins on September 3, 2020 at 12:01 a.m. MST and ends on October 10, 2020 at 11:59 p.m. MST (the Sweepstakes Period). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods: Submitting a five-line verse in limerick style about "why I love my community-owned power."

### **6. How to Enter:**

Participant must submit a five-line verse written in limerick style about why they love their community-owned power. If under 18, Parent/Guardian must give consent and submit with contact information.

Limit one (1) entry per contestant, regardless of the number of limericks submitted. All entries become the property of Sponsor and will not be acknowledged or returned.

The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of City of Longmont.

**7. Winner selection and notification:** On or about October 12, 2020, the Sponsor will select two winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. Within five (5) days following the winner selection, the Sponsor will notify the potential winners via telephone or email using the contact information provided when they entered the Sweepstakes. City of Longmont shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If a potential winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 2-4 weeks after the conclusion of the Sweepstakes.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Prizes:**

- Those that complete the full submission of all required items during the dates of the Sweepstakes will be entered into a drawing for a \$100 Downtown Gift Card.
  - 2 winners

The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor'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 the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for City of Longmont to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**9. Rights Granted by you:** By entering this content you understand that City of Longmont, anyone acting on behalf of City of Longmont, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry,

including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purpose without any further compensation.

**10. Terms:** City of Longmont reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, City of Longmont may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by City of Longmont. City of Longmont reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

City of Longmont has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, City of Longmont reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Sweepstakes you agree to receive email newsletters periodically from City of Longmont. You can opt out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**11. Limitation of Liability:** By entering you agree to release and hold harmless City of Longmont 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 sweepstakes 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 malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**12. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA AND COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located

in Colorado having jurisdiction, and that venue for a district court of the State of Colorado shall lie only in Boulder County. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**13. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the City of Longmont Web Site. To read the Privacy Policy, visit <https://www.longmontcolorado.gov/community/about-longmont/terms-of-use-and-privacy-policy>

**14. Winners List:** To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Longmont Power & Communications, Attn: Layra Nicli, 1100 S. Sherman Street, Longmont, Colorado, 80501. Winner List requests will only be accepted after the promotion end date (listed above) and must be received no later than October 31, 2019