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# HATFIELD-MCCOY TRAILS 2022 UTV GIVEAWAY

PARTICIPANT MUST HAVE PURCHASED A VALID HATFIELD MCCOY TRAIL PASS FOR PERMIT YEAR 2022 PRIOR TO NOVEMBER 15, 2022, FROM THE HATFIELD MCCOY REGIONAL RECREATION AUTHORITY OR ONE OF ITS AUTHORIZED VENDORS. • VOID WHERE PROHIBITED BY LAW. • AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY & PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

## SPONSOR

Hatfield McCoy Regional Recreation Authority, P.O. Box 146, Man, WV 25635

## ELIGIBILITY

To enter, the participant must have purchased a valid Hatfield McCoy Trail pass for permit year 2022 between November 15, 2021, and November 15, 2022 from the Sponsor or one of its authorized vendors. Participants must be at least 18 years of age to participate in the contest. Employees of Sponsor or its affiliates, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the Contest, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are NOT eligible. The Contest is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

## HOW TO ENTER

To enter the Contest you must purchase or have purchased a 2022 annual resident or nonresident permit to ride the Hatfield McCoy Trails between November 15, 2021, and November 15, 2022. All purchases must be finalized by 11:59 p.m. EST on November 15, 2022. Purchases which are considered incomplete, corrupted, mechanically reproduced, falsified, damaged, altered or otherwise irregular, misdirected purchases, or purchases not received for any other reason will be void and disqualified at Sponsor's sole and absolute discretion. Limit one (1) entry per person during the Contest Period.

## ENTRY PERIODS

Entry Periods begin at 12:01 a.m. EST on November 15, 2021; Entry Periods end at 11:59 p.m. EST on November 15, 2022. All Entry Periods are for the 2022 Hatfield McCoy Permit Year. Eligible entries will be entered in the following random prize drawing based on residency status. The Contest drawings for West Virginia nonresidents consist of one prize, a 2022 Model Year Utility Terrain Vehicle. The Contest drawings for West Virginia Residents consist of one prize, a 2022 Model Year Utility Terrain Vehicle.

## PLEASE NOTE

Any taxes on the prizes are the sole responsibility of the winner. Where not prohibited, affidavit of eligibility (including SSN), residency, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required from winner upon request by Sponsor. Prize is not transferable, and no substitution or cash equivalent is allowed, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute prize of the same approximate retail value if advertised prize becomes unavailable for any reason. All costs and expenses not specified herein relating to a prize are the sole responsibility of the winner. Limit one (1) prize per person during the Contest Period.

## DRAWING DATE

A random prize drawing will be held on December 15, 2022, to select the winner. Winner will be selected by random number generated by electronic means. The random number shall be matched to the permit holder's permit number. One prize will be drawn for a West Virginia Resident Permit Holder and one prize will be drawn for a Non-Resident Permit Holder.

### **RANDOM DRAW & ODDS OF WINNING**

A random draw will be conducted from all entries received during the entry period based on residency status. Odds of winning depend on the number of eligible entries received during the entry period. Individuals selected during the prize drawings will be notified by mail using the contact information provided on the user permit form waiver provided to the Hatfield McCoy Regional Recreation Authority by the individual purchasing the permit.

### **WINNER CONFIRMATION**

To be confirmed a winner, the selected entrant must: (1) respond as instructed within ten (10) business days to the mail notification; and (2) if requested by Sponsor, winner must execute and return within a reasonable specified time an Affidavit of Eligibility, Publicity Release, and Release of Liability (collectively, "Winner's Documents"), that may include, without limitation, acceptance of the prize, tax information, and/or mutually acceptable liability releases, as requested by Sponsor, except where prohibited by law. If the selected entrant cannot be confirmed a winner for any reason, or if any Winner's Documents requested by Sponsor are not fully completed within the specified time or are returned as undeliverable, the selected entrant may be disqualified, and the prize will be forfeited, and an alternate winner may be chosen.

### **PUBLICITY RELEASE**

Except where prohibited, acceptance of a prize constitutes winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

### **ENTRANTS' AGREEMENT TO ABIDE BY OFFICIAL RULES**

By entering, entrant agrees that s/he has read, accepted, and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or the awarding of a prize shall be submitted to Sponsor, whose decision shall be binding and final.

### **HATFIELD MCCOY TRAILS 2022 UTV GIVEAWAY OFFICIAL RULES AND RELEASE OF LIABILITY**

By entering, entrant agrees to release and hold harmless Sponsor and its dealers and retailers, affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Contest, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations ("Releasees") from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Contest-related activity, or participation in the Contest.

### **LIMITATION OF LIABILITY**

Releasees are not responsible for, and each entrant releases and holds harmless, the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with, a prize or any portion thereof or this Contest. Without limiting the generality of the foregoing, the Releasees will not be responsible for any typographical or other error in the printed or other related material to this Contest, the administration of the Contest, the selection of entrants, in the announcement of the prizes, including erroneous appearance of qualification for a prize, any entries or entrants disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to a prize or the Contest itself.

**WARNING:** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE CONTESTS. DISPUTES REGARDING THE IDENTITY OF ENTRANT: Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the selected entrant may be required to provide proof that s/he is the authorized holder of the identified e-mail account.

### **CHANGES TO CONTEST, OFFICIAL RULES, ETC.**

Under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial/territorial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, but not the obligation, in its sole and absolute discretion, to award the prizes from among all entries received to date.

### **DISPUTES/CHOICE OF LAW**

EACH ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN WEST VIRGINIA; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, BUT IN NO EVENT ATTORNEYS' FEES, AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL 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 ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WEST VIRGINIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS OF ANY OTHER JURISDICTION THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF WEST VIRGINIA.

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## **HATFIELD MCCOY TRAILS 2022 UTV GIVEAWAY OFFICIAL RULES**

### **OFFICIAL RULES GOVERN**

The Contest will be run in accordance with these Official Rules, which shall prevail, govern, and control in the event of any inconsistency with any Contest-related materials.

### **PRIVACY**

Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, to select the prize winners, and to fulfill the prizes, and will be treated in accordance with Sponsor's Privacy Policy.

### **AGREEMENT TO RECEIVE COMMUNICATION**

By entering, entrant agrees to receive communications on Contest outcome and other official communications associated with the Contest.