

## **Pacific Crest Trail Association and Platypus Ultralight Backpacking Kit” Giveaway Official Rules**

### **NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.**

This promotion is in no way sponsored, endorsed or administered by or associated with Facebook®, Instagram®, or Twitter®. You understand that you are providing your information to Pacific Crest Trail Association (the “Sponsor”), and not to Facebook, Instagram, Twitter or any of the Co-Sponsors: Platypus, Therm-a-rest, MSR, or Scarpa (the “Co-Sponsors.”) The information you provide will be used for the purpose of contacting winners and awarding prizes, as well as informing entrants about the mission of the Pacific Crest Trail Association. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor, not to Co-Sponsors or Facebook, Instagram or Twitter.

**Sponsor:** Pacific Crest Trail Association, 1331 Garden Highway, Sacramento, CA 95833

**1) Promotion Description:** The Co-Sponsors are offering a variety of prizes to entrants (the “Promotion”) and will determine winners and award prizes via a random drawing. The Promotion begins March 9, 2015 and ends on March 27, 2015, (“Promotion Period”). The Promotion consists of one grand prize drawing.

**2) Eligibility:** The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia who have an active Facebook account and are eighteen (18) years of age and/or have reached the age of majority in their state of residence at time of registration.. Employees, officers and directors of Sponsor, Co-Sponsors, their respective advertising, promotional, fulfillment and marketing agencies (collectively the “Promotion Entities”), their immediate families (parent, grandparent, child, sibling & spouse) and persons living in the same households as such individuals (whether related or not), are not eligible to participate in the Promotion. Void in Puerto Rico, all other U.S. territories and possessions and where prohibited or otherwise restricted by law, rule or regulation. All federal, state and local laws and regulations apply.

**3) How to Enter: Entries consist of providing Entrant’s email address to Sponsor (an “Entry”).** Entries will NOT be judged in any way and the content or quality thereof shall have no impact on the outcome of winning in this Promotion. You can enter by one of the following methods:

Via Facebook – Click to “Like” the Pacific Crest Trail Association's Facebook page (optional) and entering such information as the Sponsor requests in the contest entry form.

Entrants may enter the contest once per day, with bonus entries allowed at the Sponsors' discretion for sharing the contest with Facebook Friends and “liking” Co-Sponsors Facebook profile. Creation of false accounts on Facebook, Twitter or Instagram are prohibited. In the event of a dispute as to any Entry, the authorized account holder of the Facebook, Twitter or Instagram account used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned the account by the online service provider or other organization responsible for assigning the accounts. You may be required to show proof of being an authorized account holder.

Each Entry must also comply with the following additional Submission Guidelines:

- a. Your Entry may not contain any content that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- b. Your Entry must not contain any personally identifiable information of any person other than you. By submitting your Entry, you agree that it conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason at any time, including if it determines, in its sole discretion, that it fails to conform to these Official Rules in any way or otherwise contains

unacceptable content as determined by Sponsor, in its sole discretion.

In Sponsor's sole opinion, Entries which do not meet any of these requirements and/or which Sponsor deems in its sole discretion is negative, offensive or controversial in any way will be disqualified and removed from the Promotion. Without in any way limiting, expanding or amending the Terms of Service at <http://www.pcta.org/privacy-policy/>, [Facebook.com](http://www.facebook.com), [Instagram.com](http://www.instagram.com) and [Twitter.com](http://www.twitter.com), which shall remain in full force and effect, if Sponsor is duly notified that any element of an Entry infringes upon the rights of another person and/or receives a legally valid request to remove or invalidate the affected Entry because of such infringement, such Entry will be removed and disqualified from the Promotion, as Sponsor may determine in its sole discretion.

**4) Winner Selection/Confirmation:** Potential winners will be randomly selected in a drawing conducted on the last day of the contest. If you are a potential winner ("**Potential Winner**") who entered using Facebook, you will be contacted within two (2) business days at the e-mail address provided your Entry ("**Prize Notification email**") and asked to certify that you are a resident of the fifty (50) United States and/or the District of Columbia who has an active Facebook account and are eighteen (18) years of age and otherwise meet the eligibility requirements of the Promotion. Potential winner must reply via e-mail within two (2) days to claim their prize. Failure to comply with any of these provisions will result in disqualification and forfeiture of the prize. Failure to respond to the Prize Notification email within 48 hours will result in disqualification and forfeiture of the prize and the selection of a different Potential Winner. Entrants agree that the decisions of the Sponsor are final and binding. A Potential Winner is not an official winner ("**Winner**") until his/her eligibility has been verified and Potential Winner has been notified that verification is complete.

All Federal, State and other taxes on prizes are solely the responsibility of the applicable Winner. There are no prize substitutions or options available. Promotion Entities reserve the right, exercisable at any time in their sole discretion, to substitute a prize. Any costs associated with prize acceptance and use not specified herein as being provided, is solely the Winner's responsibility.

**6) Data Collection** – By entering the Promotion, you agree to all of the terms and conditions of Sponsor's Privacy Policy, which is available at <http://www.pcta.org/privacy-policy/>.

**7) General:** You agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Promotion and any person who does not comply with these Official Rules, will be ineligible for any prize(s) and may be prosecuted to the full extent of the law. If, during the Promotion Period, for reasons beyond the Sponsor's control (including, but not limited to, tampering or computer virus infection), the Promotion is not capable of running as originally planned, the Sponsor, at its sole discretion, reserves the right to cancel, postpone or modify the Promotion, without liability and to the extent feasible, and will select Official Winners and award prizes from among Entries received prior to cancellation or modification via random drawing. Sponsor is not responsible for Internet, computer hardware and software, phone, and other technical errors, malfunctions, and delays. Entries, which are incomplete, inaccurate, irregular, or otherwise not in compliance with these Official Rules, are void. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or web site. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

**8) Release of Liability and Issues of Law:** By participating you release the Sponsor, Facebook, Twitter, Instagram, their affiliates, partners, subsidiaries, officers, directors, agents, employees and all

Promotion Entities associated with the development and execution of this Promotion and their respective employees, officers, directors and shareholders (“**Released Parties**”) from any and all liability with respect to and in any way arising from participating in this Promotion or acceptance or use of prizes.

You also agree that the Released Parties are not responsible or liable for any injury or damage to your or third person's computer system related to or resulting from you entering the Promotion or the downloading of any materials associated with the Promotion (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction), either directly or indirectly.

You agree that Released Parties shall not be liable for personal injuries, death, damages, expenses, costs or losses of any kind resulting from your participation or inability to participate in this Promotion or parts thereof or acceptance of, use of or inability to use a prize or parts thereof including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Official Winners agree to release the Released Parties from any and all liability and responsibility with respect to the prize (including any property loss, damage, personal injury or death). Official Winners acknowledge the Promotion Entities have neither made nor are in any manner responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, related to the prize.

Released Parties shall not be liable for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Released Parties’ sole control.

**All Federal, state and local laws and regulations are applicable. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF CALIFORNIA SHALL GOVERN THE PROMOTION. BY PARTICIPATING IN THIS PROMOTION YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. The Promotion is void where restricted or prohibited by law.**

**9) Communication** – Any questions or comments regarding this Promotion should be directed to Pacific Crest Trail Association via email to: [info@pcta.org](mailto:info@pcta.org)