

## RULES/TERMS AND CONDITIONS

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

A purchase will not improve chances of winning.

OPEN ONLY TO SCHOOL AGED CHILDREN LIVING WITHIN THE VALLEY TELEPHONE COOPERATIVE SERVICE AREA.

This Promotion is sponsored by Valley Telephone Cooperative, Inc., located at 752 E. Maley St., Willcox, AZ (the "Sponsor.").

By entering this Contest, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor's discretion, result in disqualification. All decisions of the judges regarding this Contest are final and binding in all respects.

**1.** PROMOTION PERIOD. Promotion begins January 15, 2020 and ends March 15, 2020, or when prize has been claimed ("Promotion Period").

2. ELIGIBILITY. This contest (the "Promotion") is only open to school aged children living within the Valley Telephone Cooperative service territory. To add some guidance to the areas we serve these are the schools that are within our Cooperative service territory: Animas Schools, Apache Elementary, Columbus Elementary, San Simon, Bowie, Bonita Elementary, Pearce Elementary and Ash Creek Elementary. Homeschool students residing in the Valley Telephone Cooperative service area are also eligible to enter the contest. There is no requirement to be a Valley TeleCom Group customer.

Legal residents of the state of ARIZONA and NEW MEXICO, **except** officers, directors, and employees of the Sponsor, and their immediate family (i.e., parents, children, siblings, spouses). This Promotion is void outside the states of ARIZONA or NEW MEXICO and where prohibited.

## **3.** HOW TO ENTER.

- 1. Submit artwork that depicts your use of the Internet and/or how to use the Internet safely.
- 2. Limit one (1) entry per person.

3. Children may use crayons, colored pencils or makers to compose their entries. Please no 3D objects such as puffy paint, tissue paper, glitter, stickers or foamies, ect. Drawing size should not exceed 8 ½" x 11" (the drawing can be orientated either horizontally or vertically.)

4. All entries must be original and entirely created by the entrant.

5. Please include entrants full name, age, school's name (if applicable), parents/legal guardian's full name, telephone number and email address. Please do not include any identifying information on the art work, use the provided application form.

6. Entries must be received by March 15, 2020. Entries may be submitted by email: to
 <u>heather.floyd@teamvtg.net</u>, mail: Valley TeleCom Group Attn: Heather Floyd PO Box 970, Willcox,
 AZ 85644 or dropped off in person at our Willcox Headquarters at 752 E Maley, Willcox, AZ 85644.

4. HOW TO CLAIM A PRIZE. The winner will be notified by a Valley representative and can claim their prize by visiting Valley's corporate office at 752 E. Maley St., Willcox, AZ., during regular office hours within one month of the end of the contest. Winner and parent/guardian may be required to complete an affidavit of eligibility, a media release form and provide personal information to facilitate prize delivery.

## 6. PRIZE DESCRIPTION.

One (1) grand prize of \$100 and one (4 in total) Amazon Fire Tablet for each age group. The grand prizewinning drawing will be featured on the 2020 Valley TeleCom Annual Meeting Notice booklet cover. The winners for each age group will also be featured with the Annual Meeting Notice booklet. The grand prize winner will be asked to attend the Valley TeleCom Annual Meeting on Saturday, May 16, 2020 at the Pearce Elementary School in Pearce, Arizona.

**7.** WINNER SELECTION. At the end of the Promotion Period, Entries will be judged by the staff of Valley TeleCom group. Entries will be judged on the basis of originality, theme, artistic ability and overall design. All entries become the property of Valley TeleCom Group and may be used or reproduced in any manner without additional consent or compensation.

8. TAXES. All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

**9.** NO PRIZE TRANSFER OR SUBSTITUTION. No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

**10.** CONSENT AND RELEASE. By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner will be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release.

**11.** DISCLAIMERS. (i) Sponsor is not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, which will not be eligible. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel or terminate this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A

PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (vii) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof, and the actual fair market value(s) as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**12.** APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the States of Arizona and New Mexico, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Arizona and/or New Mexico. Should there be a conflict between the laws of the State of Arizona and/or New Mexico and any other laws, the conflict will be resolved in favor of the laws of the State of Arizona and/or New Mexico. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

**13.** WINNER LIST. For a list containing the name of the winner, send a self-addressed stamped envelope, within six (6) months after March 15, 2020, to: Art Contest Winner, Valley TeleCom Group, P.O. Box 970, Willcox, AZ 85644.