

# **PENNSYLVANIA FISH & BOAT COMMISSION**

## **“CABIN FEVER GIVEAWAY” OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**SPONSOR/ADMINISTRATOR:** The "*Cabin Fever Giveaway*" (the "Contest") is sponsored and administered by the Commonwealth of Pennsylvania, Pennsylvania Fish & Boat Commission, 1601 Elmerton Avenue, P. O. Box 67000, Harrisburg, PA 17106-7000 (the "Sponsor").

The Contest is intended for legal residents of the 50 United States of America and D.C. (collectively referred to herein as "USA") only and shall only be construed and evaluated according to U.S. law. Do not enter this Contest if you are not located in the USA at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. All entries have an equal chance of winning.

**ELIGIBILITY:** The Contest is open and offered only to legal residents of the 50 United States (including Washington, D.C.), who have reached the age of majority in his or her state of residence at the time of entry (the "Entrant"). In Pennsylvania, the age of majority is 18 years-of-age. Sponsor and its officials and employees (collectively, "Released Parties") and their immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this Contest are ineligible to enter or win. Void where prohibited by law.

**CONTEST PERIOD:** The Contest begins at 8:00 a.m. Eastern Standard Time ("EST") on December 7, 2018 and ends at 4:00 p.m. EST on March 18, 2019 ("Giveaway Period"). Sponsor's clock is the official time-keeping device for the Contest.

**HOW TO ENTER:** Entrants can enter the Contest by visiting Sponsor's website ([www.GoneFishingPA.com](http://www.GoneFishingPA.com)), the Commission's exhibit space at select PSU and PITT winter sports games, or in person at one of the following locations throughout the state: the Pennsylvania Farm Show held at the Farm Show Complex in Harrisburg between January 5 and January 12; the Pittsburgh Boat Show held at the Monroeville Convention Center between January 11 and 13, and January 18 and 20; the Early Bird Sportsman Expo held at the Bloomsburg Fair Grounds between January 24 and January 27; the Fly Fishing Show at the New Jersey Convention & Expo Center in Edison, NJ between January 25 and 27; the Washington County Sport Show at the Washington Crown Center in Washington between February 8 and 10; the Great American Outdoor Show held at the Farm Show Complex in Harrisburg between February 2 and 10; the Allegheny Sport, Travel and Outdoor Show held at the Monroeville Convention Center between February 16 and 18; the Valley Outdoors Cabin Fever Expo at the Mifflinburg Intermediate School in Mifflinburg between February 15 and 17; Philadelphia Fishing Show at the Greater Philadelphia Expo Center at Oaks between February 22 and 24; Fly Fishing & Wing Shooting Expo at Split Rock Resort in Lake Harmony between March 1 and 3; the Erie Sport and Travel Expo at the Bayfront Convention Center between March 1 and 3; the Western PA Muskie Max Plus at the Embassy Suites by Pittsburgh International Airport in Coraopolis between March 2 and 3; the Greater Philadelphia Boat Show at the Greater Philadelphia Expo Center

at Oaks between March 8 and 10; the Fly Fishing Show at the Lancaster County Convention Center between March 9 and 10 and other venues deemed appropriate by Pennsylvania Fish & Boat Commission.

Entrants must fully complete the Contest registration form located at Sponsor's website or in-person at Sponsor's booth/table at the designated location. Each Entrant will be required to provide name, address (including city, state, and zip code), year of birth, telephone number, and e-mail address. Each Entrant that fully completes the registration form will receive one (1) entry into the Contest. Limit one (1) entry per person throughout the Contest Period. All entries must be received by 4:00 p.m. EST on March 18, 2019, to be eligible. Entrants must also acknowledge that they have read and understood the official rules as part of the entry process.

All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor reserves the right, in its sole discretion, to void any and all entries of an Entrant who submits more than the stated maximum limit of entries by using multiple/different e-mail addresses, identities, phone numbers, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Contest. Sponsor may reject any submitted entry that it determines, in its sole and absolute discretion, fails to meet any of the eligibility requirements. Sponsor is not responsible for late, incorrect, incomplete, invalid, garbled, undelivered, stolen, unintelligible, or misdirected entries, which will be disqualified. By entering this Contest, Entrants agree that each entry becomes the property of Sponsor and that Sponsor may use such entry for any proper purpose.

**LIMITATIONS OF LIABILITY:** Sponsor reserves the right, in its sole discretion, to terminate, suspend and/or modify the Contest, or any part of it, at any time, without notice and award prizes using all non-suspect eligible entries received as of the termination/suspension date, if any tampering, unauthorized intervention, fraud, or any other cause beyond Sponsor's control, affects the integrity or proper conduct of the Contest. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process (if applicable) or the operation of the Contest or who is found to be acting in violation of these Official Rules or any other promotion held by Sponsor or in a disruptive manner.

**DRAWING AND NOTIFICATION:** The Prize Winners will be selected in a random drawing from among all eligible entries received by the Sponsor, whose decisions are final and binding. The Prize drawing will be conducted on or about the following date: April 16, 2019. Odds of winning a Prize will depend on the total number of eligible entries received throughout the Contest Period. The Prize Winner will be contacted by phone, email and/or a USPS mail package of prize confirmation.

**PRIZE & PRIZE CONDITIONS:** Three Prizes will be awarded. The Prize Winners, upon confirmation of eligibility, will receive one of the following prizes:

Three Kayaks

- Two tan Ascend 10T sit-on-top kayaks and one grey/black camo Ascend FS10 sit-in kayak donated by Bass Pro Shops
- Total ARV is \$600 each kayak

The Prizes must be awarded by May 20, 2019.

Exact Prize details shall be determined at the sole discretion of Sponsor. All costs and expenses associated with Prize acceptance and use not specified herein as being provided including, but not limited to, any and all expenses incurred by accepting the Prize is the sole responsibility of the Winner. By accepting the aforementioned Prize, the Winner agrees to release the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by the Prize or resulting from acceptance, possession, or use/misuse of the Prize awarded, or while preparing for, participating in, and/or traveling to and from any Prize-related activity. The Prize is/are not exchangeable, transferable, or redeemable for cash. There are no substitutions unless specified by Sponsor. Sponsor reserves the right to substitute the Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion.

**PRIZE CONDITIONS:** The Prize Winner is solely responsible for all applicable federal, state, and local taxes (if applicable) associated with the receipt of the Prize. Upon initial notification and verification of the Prize Winner, confirmation will be sent to the winner via phone, email and/or U.S. mail. The Prize Winner will be required to sign an Affidavit of Eligibility and Liability/Publicity Release and return the Affidavit within seven (7) days. If the Prize or Prize notification is returned as unclaimed or undeliverable to the potential winner, or if the potential winner cannot be reached within three (3) calendar days from the first notification attempt, if the potential winner fails to return requisite document within the specified time period, or if the potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner will be selected for the Prize.

**USE OF DATA:** All information submitted by Entrants will be used by Sponsor for marketing purposes. By participating in the Contest and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information. Sponsor will share information with organizations that donated prizes for this giveaway. Donor organizations will execute Sponsor's Customer Data Acceptance and Use Agreement before release of Entrant information.

**DISPUTES:** By entering the Contest, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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 the Entrants and the Released Parties in connection with the Contest, shall be governed by, and construed in accordance with Pennsylvania law (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts of Pennsylvania, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. 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 be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

**LIST OF WINNERS:** To obtain the first name and last initial and State of Residence of the Winner, please send a self-addressed, stamped business size envelope, by May 15, 2019, to: Days of Summer Giveaway, Pennsylvania Fish & Boat Commission, 1601 Elmerton Avenue, P. O. Box 67000, Harrisburg, PA 17106-7000. Residents of Vermont may omit return postage.