



# Can'd Aid Healing Appalachia Sweepstakes

## Official Sweepstakes Rules and Regulations

### 1. SWEEPSTAKES OVERVIEW

Can'd Aid, a nonprofit organization that has applied for recognition or has been granted status as a tax-exempt nonprofit organization under Section 501(c)(3) of the Internal Revenue Code, is conducting this Sweepstakes (the "Healing Appalachia Sweepstakes") or (the "Sweepstakes") to raise funds for Can'd Aid. By obtaining a Sweepstakes Ticket, the entrant agrees to be bound by these Rules and Regulations. Can'd Aid's interpretation and application of the Rules and Regulations shall be final. These Rules and Regulations may be updated from time to time.

### 2. ELIGIBILITY

**This Sweepstakes is open only to legal residents of the 48 Contiguous United States and the District of Columbia who are 18 years of age or older at the time of entry. Void in Alaska and Hawaii and wherever prohibited or restricted by law.** Employees, officers and directors of the following entities and members of their immediate families (defined as parent, child, sibling, spouse) or same households (whether related or not) are NOT eligible to enter the Sweepstakes or win the prize: Can'd Aid, Hope in the Hills, Healing Appalachia, Relix Magazine and (as appropriate) each of their respective parent companies, subsidiaries, divisions, affiliates, prize suppliers, advertising and promotion agencies. Entries will not be accepted from inmates of a correctional facility. **By participating in the Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of Can'd Aid which shall be final and binding in all respects.** All federal, state and local laws apply.

### 3. SWEEPSTAKES PERIOD:

The Sweepstakes begins on July 10, 2024 and ends at 11:59pm MST on August 28, 2024 ("Sweepstakes Period"). Mail-in entries must be received by 12:00am MST on August 15, 2024 to be eligible. Entries received outside this time will be ineligible and will be discarded. The Sweepstakes for the prize or prizes will be conducted by the Organization on August 29, 2024 by 5:00pm MST. The winner need not be present to win.

### 4. HOW TO ENTER:

Any eligible person may enter Can'd Aid Healing Appalachia Sweepstakes by obtaining an official Sweepstakes ticket ("Sweepstakes Ticket") from the Organization during the Sweepstakes Period. Sweepstakes Tickets may be obtained in the following manner: (1) ordering online by visiting and submitting an online ticket form with a GEM (gives every month) donation; (2) or by requesting a Sweepstakes Ticket free of charge to the Organization by using the method outlined below.

Sweepstakes Tickets obtained by a donation to the Can'd Aid will be issued based on the donor's GEM (gives every month) gift in the following increments: (1) \$5 for 20 tickets; (2) \$10 for 40 tickets; (3) \$20



for 100 tickets; (4) \$50 for 225 tickets; (5) \$100 for 500 tickets. Only one person may be entered in the Sweepstakes per ticket or donation. Every month that the donor makes a GEM (Give Every Month) donation, will count as an additional entry. For instance, if the donor gives four monthly \$5 donations, this will amount to 80 entries.

If the name of more than one person is submitted with a ticket donation, and that ticket is selected as a winning ticket, then the person named first will be deemed the holder of record of that ticket and declared the winner. Division of a prize or prizes by a group purchasing a ticket in common shall be the sole responsibility of the person named as the holder of record of that ticket, should that ticket be selected as the winner or winners. The Organization will not, and is not obligated to, honor an assignment of the prize or prizes to another person.

The Organization reserves the right to reject any entry form that is submitted with a donation that does not constitute "good funds," except as set forth below for requests for Sweepstakes Tickets without a donation. All defective or physically altered entry forms will be immediately disqualified by the Organization. Prior to the prize or prizes Sweepstakes, the Organization will make a reasonable effort to notify the individual and/or entity that submits such an entry form which has been rejected, by attempting to make contact through the information provided at the time of submitting the ticket request. The Organization assumes no responsibility for lost, late, or misdirected entries, or any other failure to receive orders or deliver receipts prior to the Sweepstakes deadlines.

If you wish to obtain a Sweepstakes Ticket without making a donation to the Organization, you must mail a hand-written request in your own handwriting entitled "Can'd Aid Healing Appalachia Sweepstakes Official Sweepstakes Ticket Request" and include your complete name, street address, city, state, zip code, telephone number and email address, along with a self-addressed stamped #10 envelope to: Can'd Aid, 20 Bowen Street, Longmont, CO 80501. ATTN: Can'd Aid Healing Appalachia Sweepstakes Sweepstakes Request. Your request must be legibly hand-written in your own handwriting in ink on paper or an index card no smaller than 3.5"x5" with the following statement: "I am 18 years of age or older, eligible to participate in this Sweepstakes and I agree to abide by the Sweepstakes rules." Requests that are mechanical reproductions, without sufficient return postage, or that do not have a verifiable and legible return address will not be accepted. There is a limit of one Sweepstakes Ticket per outer envelope. Mail-in requests must be postmarked by the postal processing center that serves the city listed on your home address. Vermont residents are not required to provide return postage.

The Organization will process the Can'd Aid Healing Appalachia Official Sweepstakes Ticket Requests in the same manner and order as a request accompanying a donation. After the request is processed, the Organization then enters the applicant in the Sweepstakes. You will not receive confirmation of your entry.

##### **5. ENTRY RESTRICTIONS:**

Entries generated by script, macro, robotic, programmed or like means are prohibited and will be disqualified. Use of third-party entities (e.g., commercial Sweepstakes services) to enter Sweepstakes on a person's behalf voids entry, will result in disqualification from Sweepstakes and possible prohibition from participating in future promotions offered by Organization. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the Authorized Account Holder of the e-mail account associated with the Sweepstakes entry.



## 5. PRIZE:

One (1) winner is available to be awarded. The Grand Prize winner will receive two (2) VIP Three-Day Passes to the Healing Appalachia Festival in Lewisburg, WV on September 19-21, 2024. Retail value is \$1,000.

Winner's guest must be 18 years of age or older and a legal resident of the United States or District of Columbia and must sign and return a Guest's Eligibility, Liability and Publicity release (where lawful) prior to attending the Concert. All expenses not specified in these Official Rules (including but not limited to lodging, transportation, parking and associated food and beverage costs) are the sole responsibility of the winner.

**IF POTENTIAL WINNER(S) CANNOT ATTEND THE FESTIVAL ON THE DATES SPECIFIED ABOVE OR IF POTENTIAL WINNER DOES NOT WISH TO ATTEND THE FESTIVAL, THE PRIZE WILL BE FORFEITED WITHOUT COMPENSATION AND AN ALTERNATE WINNER WILL BE SELECTED AT ORGANIZATION'S SOLE DISCRETION (TIME PERMITTING).** No other prize will be awarded. By claiming tickets you agree to the Terms and Conditions and to abide by the health and safety measures in effect at the time of the festival, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the festival be cancelled, you will be notified as soon as reasonably possible. Approximate Retail Value of Prize is up to up to \$1,000.00 The prize cannot be exchanged for cash value. Should actual value of prize be less than the stated Approximate Retail Value for any reason, winner will not receive the difference in cash or otherwise. No other prize will be awarded.

\*If winner chooses to attend the Festival without a guest (or guest does not timely return signed Guest's Eligibility, Liability and Publicity Release), winner will receive the prize in increments appropriate for winner themselves and no substitute prize or compensation will be awarded in conjunction therewith; that is, winner will only receive one (1) Festival pass.

Winner and winner's guest must abide by all venue policies. Can'd Aid, Hope in the Hills, Healing Appalachia, and Relix Magazine reserve the right to not award the prize to, or to revoke prize from winner or winner's guest who they or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, and/or may bring Organization, associated sponsors into disrepute, and under such circumstances, Organization and Sponsors shall NOT have any liability or obligation to winner and/or winner's guest of any kind. Tickets may be non-transferable and resale of tickets may be prohibited. **Prize will only be awarded to winner with a verified street address within the 48 Contiguous United States or District of Columbia.**

## COVID-19 WARNING:

Winner and winner's guest understand and agree an inherent risk to exposure to COVID-19/ Coronavirus epidemic/ pandemic exists in any place where people gather. COVID-19/ Coronavirus is an extremely contagious disease that can lead to severe illness and death. Winner and winner's guest assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness—including, without limitation, exposure to COVID-19/ Coronavirus or any other bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during or after the Concert, and regardless of how caused or contracted—and winner and winner's guest waive any and all claims and potential claims against Can'd Aid, Healing Appalachia, Hope in the Hills, Sponsors, and each of their respective parent companies,



partners, divisions, subsidiaries, officers, directors, members, managers, agents, affiliates, and employees — relating to such risks, hazards and dangers. Winner and winner's guest also agree to fully comply with all applicable government mandates and venue policies so as to protect against the spread of COVID-19/Coronavirus. Such mandates/policies may include mask-wearing, social distancing, completion of a health questionnaire as well as conditioning venue admission attendance upon a negative COVID-19/Coronavirus test and/or provision of adequate and satisfactory proof of being fully vaccinated against COVID-19/Coronavirus (including booster). If winner or winner's guest refuse to comply with such mandates/policies or if winner or winner's guest cannot satisfy applicable conditions, he/she/they will be denied admission to venue, with Organization and Sponsors not having any liability under any legal theory to winner and/or winner's guest (as applicable).

## **6. WINNER DETERMINATION/ODDS:**

The odds of winning the prize or prizes depend on the total number of eligible Sweepstakes Tickets issued.

Entry in the Sweepstakes constitutes an entrant's full and unconditional agreement to abide by and accept the terms and conditions of these Official Rules. No prize substitution except at Organization's sole discretion due to unavailability for any reason and only then for prize/prize element of comparable value. Prize is not redeemable/exchangeable for cash. Prize is not transferable except with Organization's prior consent which may be granted or withheld in its sole discretion without liability of any kind. All federal, state and local taxes on the prize are winner's sole responsibility. By accepting the prize, winner waives the right to assert as a cost of winning the prize, any and all costs of redemption or travel to redeem the prize and any and all liability that might arise from redeeming or seeking to redeem the prize. Winner also accepts sole responsibility for any miscellaneous costs relating to acceptance of the prize.

Taxes on the prize are winner's sole responsibility. Winner will be issued W-9 IRS Tax Form with the Affidavit of Eligibility, Liability and Publicity Release and a subsequent 1099 IRS Form. Upon receipt of the prize, winner shall be required to comply with any and all applicable federal, state and local law, rules and regulations.

Organization makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the prize furnished in connection with this Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ORGANIZATION AND ITS DESIGNEES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. THE ONLY WARRANTIES ON THE PRIZE (IF ANY) ARE THOSE OF APPLICABLE PRIZE SUPPLIER, WHICH ARE EXPRESSLY LIMITED TO THEIR TERMS - IF ANY - ARE THOSE OF THE PRIZE SUPPLIER OR THE GIFT CARD ISSUER (AS THE CASE MAY BE).

A PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY THE ORGANIZATION SHALL BE LIMITED TO THE RETURN OF THE DONATION FOR HIS OR HER SWEEPSTAKES TICKET(S). IN NO EVENT SHALL THE ORGANIZATION OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS OR REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL



DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The prize or prizes will be transferred to the prize winner(s) "**AS IS, WHERE IS, AND WITH ALL FAULTS**". **THE ORGANIZATION DOES NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE PRIZE OR PRIZES AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION OF THE PRIZE OR PRIZES. THE ORGANIZATION DOES NOT WARRANT THAT THE PRIZE OR PRIZES ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF THE ORGANIZATION BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY.**

#### **7. SELECTION OF WINNER:**

The Sweepstakes drawing will be held by 5:00pm MST on August 29, 2024 from all eligible Sweepstakes Tickets. Winner need not be present to win.

Winner will be notified according to the contact information provided to the Organization at the time of the entry. The prize is forfeited if the prize winner cannot be located by 5:00pm MST on September 1, 2024 after attempting to make contact through the information provided at the time of entry. The Organization will make all reasonable efforts to notify the potential prize winner. If the prize winner cannot be located by 5:00 pm MST on September 1, 2024, a new winner will be drawn from the remaining eligible Sweepstakes Tickets.

In order to collect his/her/their prize, a prize winner must sign and deliver to the Organization: (a) a sworn affidavit of eligibility in accordance with these Rules and Applicable Laws, including, without limitation, that he or she is at least 18 years old; (b) such written information as is required by any applicable tax laws, including, without limitation, his or her Social Security Number; (c) proof of identity in forms satisfactory to the Organization showing that the person claiming the prize is the same person who is named on the winning ticket and (d) a signed Liability and Publicity Release.

#### **7. PUBLICITY:**

Acceptance of the prize constitutes permission for the Organization and/or its designees to use the prize winner's name, hometown, photograph, testimonial, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the prize winner, to the extent permitted by law.

#### **RELEASES:**

By participating, entrant indemnifies, releases and agrees to hold harmless (a) Can'd Aid (a 501(c)3 nonprofit organization, Healing Appalachia, Hope in the Hills, Relix Magazine, remaining associated Sponsors and each of their designees, and (as applicable) each of their respective parent companies, subsidiaries, divisions, affiliates, prize suppliers, and advertising and promotion agencies (including HP2); (b) the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations.



## **8. LIMITATIONS OF LIABILITY:**

Organization's computer is the official clock for all purposes of the Sweepstakes. Organization assumes no responsibility under any legal theory for (a) any incomplete, incorrect or inaccurate information whether caused by website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error; (b) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any web site or entries; (c) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof, or for injury or damage to entrant's or to any person's mobile device (or any information/materials stored thereon) related to or resulting from downloading materials from any web site or participating in the Sweepstakes; (d) entries being inaccessible, irregular or defective in any respect due to filtering by or other operation of the functionality of Instagram; and (e) late, lost, illegible/garbled, incomplete, damaged, inaccessible, corrupted or jumbled e-mail transmissions or entries regardless of cause (and, all such entries are void.)

## **9. FORCE MAJEURE:**

If the Sweepstakes (or any part thereof) is not capable of running as originally planned for any reason beyond the control of Organization (e.g., natural disaster, pandemic/epidemic, unauthorized intervention, fraud, civil commotion), Organization reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes and select the winner from among all eligible entries received for the random Sweepstakes prior to the action taken by Organization or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Organization in its sole discretion. Notice of such action by Organization will be posted on the Can'd Aid Instagram page.

## **10. TAMPERING:**

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR TO DEFRAUD SPONSOR IN CONJUNCTION WITH THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ORGANIZATION RESERVES THE RIGHT TO DISQUALIFY SUCH PERSON FROM THE SWEEPSTAKES (IF APPLICABLE), PROHIBIT SUCH PERSON FROM PARTICIPATING IN FUTURE PROMOTIONS OFFERED BY ORGANIZATION, AS WELL AS TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

## **11. ADDITIONAL CONDITIONS:**

Sponsor is not responsible for any typographical, technical, or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, control and govern. If a Sweepstakes entry is lost, destroyed or corrupted, the entrant's sole remedy shall be receipt of a replacement entry, time permitting and if otherwise feasible; if not feasible (as determined by Organization in its sole discretion), Organization shall not have any liability of any kind relative to



same. Only the type and quantity of prize described in these Official Rules (i.e., one [1] Prize) is available to be won in the Sweepstakes. Organization's failure to enforce any provision of these Official Rules in a given instance shall not represent the waiver of such provision. Should a court of competent jurisdiction deem a given provision of these Official Rules to be invalid, illegal or unenforceable, such provision will be replaced with a substitute provision which is valid/legal/enforceable and most closely approximates the original intent of Sponsor. The invalidity, illegality or unenforceability of any provision of these Official Rules shall not affect the validity, legality or enforceability of any other provision of these Official Rules.

## **12. DISPUTES:**

This Sweepstakes is governed by the laws of the State of Colorado, without respect to conflict of law/choice of law doctrines of Colorado (or of any other jurisdiction which would lead to the application of the law of any jurisdiction other than Illinois). To the fullest extent permitted by law, as a condition of participating in the Sweepstakes, entrant agrees (a) that any and all disputes regarding the Sweepstakes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action, exclusively before a federal or state court located in Boulder County, Colorado; (b) to the personal jurisdiction of such courts and to waive any right of inconvenient forum, change of venue or any like right; (c) that any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering the Sweepstakes (if any), but in no event attorney's fees, with all other forms of remedy – including but not limited to punitive, incidental, or consequential damages and injunctive relief – being expressly waived.

## **ADDITIONAL INFORMATION:**

Managing Organization: Can'd Aid, 20 Bowen Street, Longmont, CO 80501

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All inquiries regarding the Sweepstakes should be directed to the Organization. The Sweepstakes is void where prohibited or restricted by law. The Organization reserves the right to cancel, suspend and/or modify the Sweepstakes if any fraud or other problem impacts the fair administration, security, or proper play of the Sweepstakes, as determined by the Organization at its sole discretion. In such event, the Organization reserves the right to award the prize or prizes according to the "Selection of Winner" criteria from among the eligible Sweepstakes Tickets received as of the date of impairment. Notice of such action will be posted. The Organization reserves the right to disqualify any individual it determines, in its sole discretion, has tampered or intends to tamper with the entry process or the operation of the Sweepstakes, or is acting in violation of these Official Sweepstakes Rules and Regulations or in an unsportsmanlike or disruptive manner. Any attempt to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Organization reserves the right to seek damages from any such person to the fullest extent permitted by law. The Organization's delay or failure to enforce any term or provision of these Official Sweepstakes Rules and Regulations shall not constitute a waiver of that provision.

For information or inquiries regarding this Sweepstakes, contact: [info@candaid.org](mailto:info@candaid.org).