



Regional Water Efficiency Program Summer Strong Yard Contest Rules

Rules, Regulations, Terms and Conditions (the “Rules”) for Be Water Smart Summer Strong Yard Contest Online Promotional Sweepstakes

1) These terms, conditions and rules apply to all persons (“You” or a “Participant”) who enter the “Be Water Smart Summer Strong Yard Contest Promotional Sweepstakes” prize draw promotion (the “Promotion”) (the “Rules”). By entering the Promotion, You accept these Rules and agree to be bound by them and by the interpretation of these Rules by the Regional Water Authority, (“Sponsor”).

2) Eligibility. Each Participant must be a resident of California, a customer of one of the member agencies and water providers of the Regional Water Authority, and be at least 18 years of age as of 1/1/24. Employees of the Regional Water Authority and its member agencies and their families/household members are not eligible to enter. VOID OUTSIDE THE AREAS SERVED BY THE MEMBER AGENCIES OF THE REGIONAL WATER AUTHORITY.

3) NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE WILL NOT INCREASE A PARTICIPANT’S CHANCE OF WINNING.

4) How to enter. To enter the Promotion, each Participant must complete the web entry form found on the Promotion website (BeWaterSmart.info/SummerStrong) (the “Website”) by entering their first name, last name, name of water agency/provider, address, phone number, photo of yard, and a valid email address by 5/31/24 at 11:59 pm PCT.

By entering this Sweepstakes electronically and voluntarily providing your personal information, Participants consent and agree to the Sponsors’ collection and use of their information for the administration of this Sweepstakes and for the purpose of contacting Participants in relation to this Sweepstakes.

5) In the event of a dispute regarding the identity of a Participant, the entry will be deemed to have been made by the authorized account holder of the email address submitted at the time of entry (i.e. the person who is assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domains associated with the submitted email address). A potential winner may be requested to provide proof that s/he is the authorized account holder of the e-mail address associated with the winning entry.

6) Promotion Period: Start: 3/8/24 at 12:01 pm (PCT), End: 5/31/24 at 11:59 pm (PCT).

7) Prizes. The grand prize winner will be featured on digital billboards in the Sacramento region. Entrants will also have a chance to win a \$50 dollar gift card to a local nursery. Sponsor makes no warranties with regard to prizes. No substitution of prizes is allowed by winner, but Sponsor reserves the right to substitute a prize of equal or greater value. Prizes are not redeemable by winner for cash value. All taxes, fees, and surcharges on prizes are the sole responsibility of Participant.

8) How to win, odds of winning. The winner will be chosen by a select panel of Regional Water Authority member agencies. The potential winner will be notified by email or by telephone on or about 6/7/24.

Each Participant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all these requirements.

9) In the event that the selection of the Grand Prize winner is deemed void, invalid or disqualified, or if the Participant refuses the selection as a winner, the Sponsor will award the Prize to the runner-up with first priority.

10) The Sponsor will use reasonable efforts to contact the selected winner in order of selection by email or by telephone. In the event that the Sponsor cannot contact the first winner within 3 business days of selection, the Sponsor will award the Grand Prize to the first runner up. This process will be repeated as necessary until a qualified winner claims the prize.

General Conditions

1. By entering the Promotion, Participants agree to the publication, reproduction and/or other use of their name, address, voice, statements about the Promotion and/or photograph or other likeness without further compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including but not limited to print, broadcast or the Internet. Participants designated as a winner must sign a Publicity Release before and as a condition of receipt of the Grand Prize.

2. The Sponsor reserves the right to withdraw or amend this Promotion in any way and at any time, without prior notice or obligation.

3. This Promotion is subject to all applicable federal, state and local laws.

4. If any term within these Rules is deemed to be illegal, invalid or otherwise unenforceable by a court of law for any reason, the affected term shall be deleted from these Rules and the remaining terms shall continue in full force and effect.

5. The winners are obliged to inform the Sponsor as soon as practicable if they are unable to claim their Prize for any reason.

6. In the event of any dispute regarding the conduct or results of the Promotion, these Rules or any other matters relating to the Promotion, the decision of the Sponsor shall be final.

7. By entering this Promotion, each Participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry solely for the purpose of administering the Promotion and in accordance with Sponsor's Privacy Policy. Sponsor's Privacy Policy may be accessed at <http://bewatersmart.info/privacy-policy/>. Participants acknowledge that they have read and accepted Sponsor's privacy policy.

8. Disclaimer of and Release from liability. By participating, Participant agrees to release and hold harmless Sponsor, its officers, employees, members (and their directors, officers and employees), and agents from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal and/or economic injury, which may occur in connection with, preparation for, or participation in the Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsors are not responsible if the

Promotion cannot take place or if any prize cannot be awarded due an event beyond the control of the Sponsor.

9. Disclaimer of responsibility for technical issues. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, for any failure to receive entries due to transmission errors or technical failures of any kind, including but not limited to malfunction of any network, hardware, or software, whether originating with Participant or Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor.

10. These Rules and Participant's election to agree thereto are governed by California law. All claims must be resolved in federal or state court located in Sacramento County, California.

11. Affidavit of Eligibility/Release. Each winner (grand prize and runners up) will be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release within fourteen (14) days of prize notification.

12. Miscellaneous. For additional information or questions about this Promotion, please contact: Bruce Hartzell, bruce@originalcommunications.net.