

## **Cheshire's Lights of Hope "Show Us Your Glow" Sweepstakes**

Official Rules

October 25, 2018 - November 17, 2018

### **NO PURCHASE NECESSARY.**

A purchase will not improve your chances of winning. Void outside the Cheshire's Lights of Hope terrestrial Geographic Area (defined below) and where prohibited. The Cheshire's Lights of Hope "Show Us Your Glow" Sweepstakes

("Sweepstakes") will begin on October 25, 2018 at 12:00 AM EST and end on November 17, 2018 at 11:59 PM EST ("Sweepstakes Period"). All times in the Sweepstakes refer to Eastern Standard Time ("EST"). Odds of winning depend upon the number of eligible Entries (defined below) received.

Sweepstakes is subject to all applicable federal, state and local laws. Entrants are providing information and release to Sponsors and their promotional partners and sponsors.

Drawing Date: November 20, 2018.

### **ELIGIBILITY:**

Open only to permanent, legal United States ("U.S.") residents who are physically located and residing in the United States who are eighteen (18) years of age or older as of the start of the Sweepstakes Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes. Sweepstakes Entities, as referenced herein, shall include Cheshire's Lights of Hope (collectively, "Sponsors"), and their respective executive board members, employees, families, parent, subsidiary, and affiliate companies and promotional partners, their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, sponsorship or implementation of the Sweepstakes.

### **TO ENTER:**

The Sweepstakes consists of a random drawing. The Drawing will consist of: (i) a promotion period (a "Daily Entry Period") that will begin at 12:01 AM EST on the first day of the Sweepstakes Period, and will end at 11:59PM EST on the last day of the Sweepstakes Period and (ii) a Drawing conducted on the drawing date ("Drawing Date") specified above from among all eligible Entries received during the corresponding Entry Period. Entries for the Drawing must be received by the Entry Period End Date as specified above. Limit of one (1) Entry per person per calendar day regardless of method of Entry or number of Daily Entry Periods during that time period. Multiple Entries received from any person or

email address beyond this limit will void all such additional Entries. Each entry is limited to no more than 4 photos to be uploaded with an maximum combined size of 8MB

Take a photo demonstrating how you, your family, your neighbors, pets, etc. celebrate Cheshire's Lights of Hope "Light the Night" event this November, 10! Be sure your photo "Glow" with luminaries.

Upload your photo to Cheshire's Lights of Hope website portal at the address below. Selected photos will be used to create a traveling artwork display. The display will be a collage of random photos. The piece will reside in public spaces like the Cheshire Town Hall, the Cheshire Library, and other public and Cheshire's Lights of Hope venues.

To enter visit [www.cheshireslightsofhope.com/enter/](http://www.cheshireslightsofhope.com/enter/) website during the Sweepstakes Period, and follow the instructions provided to complete, and submit a photo and an entry form. Entrants must complete all fields in the Entry form and submit it online. Information required on the entry form (collectively, "Entry Information") consists of first and last name, complete address, telephone number including area code, date of birth, and email address.

All Entries (collectively, "Entries") become the property of Sponsors and will not be acknowledged. Sponsors' computer shall be the official timekeeper for all matters related to this Sweepstakes. Entries generated by a script, macro, or other automated means will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant who made a potentially winning Entry, Sponsors reserve the right to deem that the entry was made by the registered subscriber of the email address submitted at the time of entry. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media, including on the traveling art piece, now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval. Photo submission size (aspect ratio) may be cropped by artist to fit the photo collage area appearing in finished artwork.

#### ALTERNATE MEANS OF ENTRY:

Mail a 4" x 6" photo of the Light the Night event held on November 10, 2018 via US First Class mail to: Cheshire's Lights of Hope "Show Us Your Glow" Sweepstakes, c/o Cheshire's Lights of Hope PO Box 553, Cheshire, CT 06410. Entrant is responsible for all postage. Include all Entry Information as defined below in "TO ENTER" section. Must be received by November 17, 2018 at 11:59 PM EST

**PRIVACY:**

Entrants will have the opportunity to receive information from Cheshire's Lights of Hope. If, at any time, you no longer wish to receive materials from Cheshire's Lights of Hope,, please go to our privacy policy, or to the bottom of an email from us, and follow the procedures indicated.

**WINNERS SELECTION AND NOTIFICATION:**

Three (3) Grand Prizes (“Grand Prize Winners”) , will be selected.

Winners will be selected on or about the Drawing Dates specified in the above from among all eligible Entries received during the corresponding Entry Period by employees or representatives of Sponsors, whose decisions are final and binding with respect to all matters related to the Sweepstakes. Fulfillment of Prizes (defined below) will occur on or about the Draw Date. Sponsors will make two (2) attempts to notify potential Winners at the phone number and/or email address submitted at the time of entry. Potential Winners may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, “Sweepstakes Documents”) within two (2) days of such notification. Noncompliance within this time period will result in disqualification, and, at Sponsors’ sole discretion an alternate potential Winners may be selected from the remaining eligible entries. If potential Winners cannot be reached, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable, potential Winners will be disqualified and time permitting, at Sponsor’s sole discretion, an alternate potential Winners may be selected from the remaining eligible entries. Limit one (1) prize per family or household.

**PRIZES:**

There will be three (3) Grand Prize awarded (“Grand Prize”) Prizes will be awarded at the conclusion of the Sweepstakes Period. Prizes:

Grand Prize- three (3) One Hundred Dollar Gift Cards (\$100) for use to order Cheshire's Lights of Hope apparel from our apparel website: <https://www.barkerstores.com/cheshirelightsofhope/> .

Total Retail Value of all Prizes is \$300 (USD) plus tax and shipping.

Actual retail value (“ARV”) of Prizes may vary. Any difference between ARV and ERV will not be awarded. Prizes will be awarded according to size information provided by winners with no warranty or guarantee, either express or implied by Sponsors. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prizes are the sole responsibility of Winners. Sponsors reserve the right

to substitute a similar Prize (or Prize element) of comparable or greater value. Prizes cannot be transferred by Winners or redeemed for cash and are valid only for the items detailed above, with no substitution of Prizes by Winners. If a Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsors' sole discretion.

**CONDITIONS:**

By entering the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Sweepstakes Entities, and their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to Prize, including express warranties provided exclusively by Prize supplier that are sent along with Prize; (c) if selected as a Winner, to the posting of such entrant's name on <http://www.cheshireslightsofhope.com> and the use by Released Parties of such name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) consent to receive e-mails from Lenses Only, the Sponsors, and selected partners, and (e) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

**ADDITIONAL TERMS:**

Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other

person's computer relating to or resulting from entering or downloading materials or software in connection with the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winner(s) in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted at <http://cheshireslightsofhope.com/entry/>. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion).

**DISPUTES:**

The Sweepstakes is governed by, and will be construed in accordance with, the laws of the State of Connecticut, and the forum and venue for any dispute shall be in New Haven, CT. If THE controversy or claim is not otherwise resolved through direct discussions or mediation, it shall THEN be resolved by FINAL AND binding arbitration administered in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof ("JAMS Rules"). The JAMS Rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in CT. All proceedings brought pursuant to this paragraph will be conducted in the County of New Haven. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**WINNER ANNOUNCEMENT:**

For the names of the winners, available after November 30, 2018, visit <http://cheshireslightsofhope.com/>. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Barker Specialty.

You may also obtain the names of the Sweepstakes winners by sending a self addressed, first class stamped envelope via US First Class mail to: " Cheshire's Lights of Hope PO Box 553, Cheshire, CT 06410 by November 30th 2018. List requestor is responsible for all postage.