

National Wildlife Federation
April 2019 Garden For Wildlife Habitat Pack Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LIMIT ONE (1) ENTRY PER PERSON. WHERE PROHIBITED OR RESTRICTED BY LAW. ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE FORM MAY BE REQUIRED.

1. SWEEPSTAKES SPONSOR. The April Garden For Wildlife Habitat Pack Sweepstakes (the “**Sweepstakes**”) is sponsored and administered by National Wildlife Federation, a 501(c)(3) organization with a charitable mission to inspire Americans to protect wildlife for our children’s future with its principle place of business at 11100 Wildlife Center Drive, Reston, Virginia 20190. (the “**Sponsor**”).
2. ELIGIBILITY. The Sweepstakes are only open to legal residents of the of the fifty (50) United States and the District of Columbia, excluding residents of Puerto Rico, all U.S. territories and possessions and all overseas military installations, who are at least THIRTEEN (13) years of age at the time of entry. Employees of Sponsor, affiliates, subsidiaries, directors, officers and prize suppliers (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter or win. For the purpose of the Sweepstakes, family members are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited by law. Limit one (1) entry per person during the Entry Period (defined below). Subsequent attempts made by the same individual to submit multiple entries by using multiple e-mail addresses or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules (defined below) may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Website's (defined below) database clock will be the official time keeper for this Sweepstakes. Illegible and/or incomplete entries and entries submitted by entrants who do

not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

3. **HOW TO ENTER.** During the Entry Period, you (“**Entrant**”) must either:

(1) visit www.nwf.org/gfwnews and follow the instructions to register for the Sweepstakes by signing up for the Garden For Wildlife Newsletter, including entering Entrant’s name and contact information. In the event of a dispute regarding any registration, the authorized account holder of the email address used to register will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder; or

(2) mail a 3”x5” piece of paper with your name, home mailing address, email address, date of birth, day/evening/cell phone numbers in an envelope with proper postage to Garden For Wildlife Giveaway, c/o Erin Sweeney 11100 Wildlife Center Drive Reston, VA 20190. All requests must be received by June 7, 2019. Limit: one (1) entry per stamped envelope. All requests must be hand printed and become the exclusive property of the Sponsor. None will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will not be honored.

4. **SWEEPSTAKES ENTRY PERIOD:** Sweepstakes begins on April 1, 2019 at 12:01 AM and expires May 31, 2019 at 11:59 PM.

5. **BINDING AGREEMENT.** In order to enter the Sweepstakes, Entrant must agree to these Official Rules (“**Official Rules**”). If Entrant is a minor, he/she must obtain the prior permission of Entrant’s parent and/or legal guardian, who must agree to these Official Rules on his/her own behalf before Entrant can enter the Sweepstakes. Because these Official Rules form a legally binding agreement with respect to the Sweepstakes, please read them carefully. If Entrant does not agree to the Official Rules, Entrant is not eligible to participate in the Sweepstakes or to win any of the prizes. Entrant agrees that his/her registration as an individual participant under the Sweepstakes constitutes his/her agreement to these Official Rules.

6. **WINNER SELECTION.** One (1) winner will be selected by a random drawing of all eligible entries received by the deadline listed above. Potential winner will be selected through a random

drawing performed by Sponsor on July 1, 2019 from all eligible entries.

7. **WINNER NOTIFICATION:** Prize winner will be notified via email, U.S. mail, telephone, and/or by overnight courier, using the information provided on the submission form. Prize winner will be required to respond to the notification or the Prize may be forfeited. Sponsor will not be liable for unsuccessful efforts to notify the winner. Decisions by Sponsor of winner eligibility, notification, and acceptance or disqualification will be final and binding. Failure to comply with these Official Rules may result in disqualification. Prize winner will be posted on the Sponsor's Facebook, website, and/or through email following winner verification. Potential winner may be required to submit an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form (collectively, the "**Affidavit**") within seven (7) business days of attempted notification. Parents or legal guardians of any potential prize winner under the age of majority in his/her state of residence (which is eighteen (18) in most states, but nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the potential prize winner to be qualified to receive his/her prize. If a prize or Affidavit is returned to Sponsor as undeliverable, is lost, rejected or faulty or if Sponsor does not receive a response from any potential winner within seven (7) business days of attempted notification, such winner may be disqualified and the prize will be awarded to an alternate potential winner. Non-compliance shall result in disqualification and award of the prize to an alternate winner. If any potential winner is found to be ineligible, or if he/she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

8. **PRIZES.** The winner will receive one (1) Dr. JB's Hummingbird Feeder, one (1) Bird Waterer and Bath, one (1) Ceramic Toad House, one (1) Sunflower Wren Nesting House, and one (1) signed copy of Attracting Birds, Butterflies and Other Backyard Wildlife book. Total estimated retail value of the prizes is One Hundred Thirty One Dollars and Ninety-Five Cents (\$131.95). Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. Prize details and availability are subject to change, and, in the event that Sponsor is unable to provide a winner with the prizes, the Sponsor may elect, at the Sponsor's sole and absolute discretion, to provide such winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value.

9. ODDS. Odds of winning the Prize depends upon the total number of eligible entries received.
10. WINNERS LIST. For the name of the winner, mail a self-addressed envelope to: NATIONAL WILDLIFE FEDERATION, 11100 Wildlife Center Drive, Reston, VA 20190 (Attn: Erin Sweeney). Requests for the name of the winners must be received by July 31, 2019.
11. GENERAL CONDITIONS: These Rules are subject to change for any reason, and without any prior notice or liability to you or any other person, including the date of Winner Selection. In the event that the operation, security, or administration of the Sweepstakes are impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By entering and participating, each Entrant agrees to release, discharge, indemnify, and hold harmless the Sweepstakes Entities from and against any and all claims, demands, liability, damages or causes of action (however named or described) losses, costs or expenses, with respect to or arising out of or related to: (i) Entrant's participation in the Sweepstakes, and (ii) Entrant's acceptance, use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of a prize. By participating in this Sweepstakes, Entrants agree to abide by and be bound by these Official Rules, and understand that the Sweepstakes results are final in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Sponsor's sole discretion. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

12. **LIMITATIONS OF LIABILITY:** Sponsor, including its directors, officers and prize suppliers, are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing or judging of registrations, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged or stolen shipment of the Grand Prize; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize (including any travel/activity related thereto). Sponsor assumes no responsibility for lost, late, misdirected, illegible or mutilated entries or for any computer, online, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, service provider, Internet, web site, or other accessibility or availability issues, traffic congestion, or unauthorized human intervention, or any technical malfunctions that may occur.
13. **DISCLAIMER:** The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram.
14. **NO WARRANTY. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**
15. **GOVERNING LAW/JURISDICTION.** The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia. All applicable federal, state, and local laws and regulations apply.
16. **DISPUTE RESOLUTION.** Except where prohibited, as a condition of participating in this Sweepstakes, each Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in the Commonwealth of Virginia, which court shall apply the laws of the state of Virginia without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees,

other than participant's actual out-of-pocket expenses (if any) associated with participating in the contest, and participant hereby waives all rights to have damages multiplied or increased.

17. PUBLICITY AND CONSENT TO USE AFFIDAVIT. Except where prohibited by law, participation in the Sweepstakes constitutes the Prize winner's consent to Sponsor's use of his/her name, photographs and likeness for advertising, trade and promotional purposes in all media without compensation, notice, or approval, including being on posted on the Sponsor's Facebook page, Twitter feed, website, and/or through email. Potential winners excluding residents of Tennessee, may be required to complete, sign, have notarized and return a Liability/Publicity Release Form pursuant to Paragraph 7.
18. TAXES. All taxes and other expenses not specified herein, including federal, state, and local, are the sole responsibility of the Prize winner, as well as compliance with any federal, state, and local laws and regulations applicable to the Prize winner.
19. PRIVACY POLICY: By providing Entrant's personal information, such as address, phone number, email, at time of entry, Entrant understands that Sponsor may use such information to communicate with Entrant for the purposes of administering the Sweepstakes and complying with applicable laws, regulations and rules. Information collected via the entry form will only be used to send Entrant further communications from Sponsor regarding its charitable mission, services, incentives, offers, promotions, or other messaging related to the Sponsor's charitable mission if Entrant consents to use in such manner. Any requested opt-in consent is not required to enter the Sweepstakes and will not increase Entrant's chances of winning. Any information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by the Entrant at the time of entry, with these Official Rules, and Sponsor's Privacy Policy found at <http://www.nwf.org/About/PrivacyPolicy.aspx>.

//End of Official Rules//
