

5009 W. 12<sup>th</sup> St, Ste 6A Sioux Falls, South Dakota 57106 Phone 605-332-7441 Cell 605-695-5006 e-mail <u>vfwsd@aol.com</u>

# **SWEEPSTAKES RULES**

1. Eligibility

The Veterans of Foreign Wars, Department of South Dakota Sweepstakes is open to legal residents of the fifty (50) United States and the district of Columbia who are at least eighteen (18) ears old at the time of entry. Employees working at State Headquarters of Veterans of Foreign Wars. Department of South Dakota located at 5009 West 12<sup>th</sup> Street, STE 6A, Sioux Falls, SD 57106 and other companies associated with the promotion of the Sweepstakes, are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where otherwise restricted or prohibited by law.

#### 2. Sponsor

The Sweepstakes is sponsored by Veterans of Foreign Wars, Department of South Dakota, located at 5009 West 12<sup>th</sup> Street, STE 6A, Sioux Falls, SD 57106.

## 3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## 4. Sweepstakes Period

The Sweepstakes began on July 1<sup>st</sup>, 2019 at 12:01am CST and ends on May 21st, 2020 at 11;59pm CST. Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using an of the following methods:

Mail-in On site drop off

Email and sign stub to VFWSD@AOL.COM

## 5. How to Enter

**Via Mail:** This method of entry will be available for the entire Sweepstakes Period. To enter, complete the official Sweepstakes entry form, make donation check payable to VFW Department of South Dakota, Memo area: PTSD Commander/President Fundraiser, and mail, to be received not later that May 17<sup>th</sup>, 2020, to: Veterans of Foreign Wars, Department of South Dakota, 5009 West 12<sup>th</sup> Street, STE 6A, Sioux Falls, SD 57106.

On Site Dropoff: Can be put in mail box at the door or delivered at the above address in person.

**Email**: Application will not be available on line but you can sign, scan and email the entry form to Department Headquarters and follow-up with a payment. <u>VFWSD@AOL.COM</u>.

# 6. Prize Drawing

On September 20<sup>th</sup>, 2019 and every Friday thru May 22<sup>nd</sup>, 2020, the Sponsor will select potential winners in a random drawing among all eligible entries received. The Sponsor will attempt to notify the potential winners via telephone, mail or email address supplied during entry. If the potential winner cannot be contacted with ten (10) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winners, eligible entries. Winners will be posted immediately on the South Dakota web site. **Vfwsd.org**.

## 7. Winner Notification

Potential winners will be notified by telephone, mail or email. Potential winners must have complied with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible.

# 8. Prizes

There will be a total of 37 prizes totally \$10,000: 2 prizes at \$500, 5 prizes at \$400, 10 prizes at \$300, and 20 prizes at \$200.

September 2019 winners 20<sup>th</sup> equals \$200, 27<sup>th</sup> equals \$200. October 2019 winners 4<sup>th</sup> \$200, 11<sup>th</sup> \$200, 18<sup>th</sup> \$200, and 25<sup>th</sup> \$200 November 2019 winners 1<sup>st</sup> \$300, 8th \$200, 15<sup>th</sup> \$200, 22<sup>nd</sup> \$200, 29th \$200. December 2019 winners 6th \$200, 13<sup>th</sup> \$200, 20<sup>th</sup> \$200, 27<sup>th</sup> \$200. January 2020 winners 3<sup>rd</sup> \$200, \$200, 17 to hundred dollars, 24<sup>th</sup> \$200, 31<sup>st</sup> \$200. February 2020 winners 7<sup>th</sup> \$300, 14<sup>th</sup> \$300, 21<sup>st</sup> \$300, 28th \$300. March 2020 winners 6th \$200, 13th \$300, 20<sup>th</sup> \$400, 27th \$300. April 2020 winners 3<sup>rd</sup> \$400, 10th \$300, 17th \$400, 24<sup>th</sup> \$300. May 2020 winners 1st \$400, 8th \$300. 15th \$400 GRAND PRIZE 22<sup>ND</sup> MAY TWO (2) \$500 WINNERS

# 9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, unauthorized computer-based intrusion, unauthorized human intervention or technical problems, or in the event the Sweepstakes is unable to run as plan for any other reason, as determined by the Sponsor in its sole discretion, 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) terminate the Sweepstakes and, in the event of termination, award the prize at random from among be eligible, nonsuspect entries received up to the time of the impairment. The 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 the Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be in violation of criminal or civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by the law. Failure by Sponsor to enforce any provisions of these Official Rules shall not constitute a waiver of that provision.

#### 10. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, and promotion agency, other companies associated with the Sweepstakes, and each of their respective officers or agents from and against any claim or cause of action arising out of participation in the Sweepstakes; or receipt or use of the prize, unauthorized human intervention in the Sweepstakes; mechanical, network, electronic, computer, human, printing or typographical errors; lost, late, incomplete, garbled, illegible, undelivered, stolen, damaged, delayed, postage due or misdirected mail, entries, any other errors or problems in connection with the Sweepstakes, including without any limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner and the cancellation or postponement of the event. Imprint further agrees that in any cause of action, any liability assigned to author will be limited to the cost of entering and participating in the Sweepstakes, and in no event, shall the entrant be entitled to receive attorney's fees. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### 11. Disputes

Except where prohibited, each entrant agrees that all and any disputes, claims, and cause of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by courts of Minnehaha County located in South Dakota. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with Sweepstakes, shall be governed by, and construed in accordance with, the laws of South Dakota, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than in Minnehaha County, South Dakota.

## 12. Privacy

Information collected from the entrant's subject to Sponsor's privacy policy.

# 13. Winners List

To request the names of the winners, send a self-addressed envelope to the above address. A copy of the winners list is available on the website at VFWSD.ORG. The winners list will be updated on the website immediately following the drawing on each date.

Sean D. Johnson Department of South Dakota Commander