

CLOVIS FOUNDERS DAY COLORING CONTEST

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility: The Clovis Founders Day Coloring Contest (the "Contest") is open to a parent or legal guardian on behalf of an elementary school-age child at the time of entry. Employees and non-employee workers of The Contest are subject to all applicable federal, state and local laws and regulations and are void where prohibited by law.

Sponsor: Clovis Community Brand Action Team

Administrator: Clovis/Curry County Chamber of Commerce, 105 E Grand Ave, Clovis, NM 88101

Agreement to Official Rules: Participation in this Contest constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Timing: The Contest starts on April 5, 2024 and ends at 11:59 p.m. MT on April 26, 2024 (the "Contest Period"). Administrators' computer time-clock shall be the official timekeeper for all Contest purposes. Evidence of submitting an entry does not constitute evidence that Administrator received the entry.

How to Enter: During the Contest Period, visit allinclovis.com/foundersday, follow the instructions to print the "coloring page" and have the child for which you are a parent or legal guardian color in the page as they see fit. For the purposes of the Contest, the parent or guardian is the "Entrant." To submit the coloring page online, scan or take a photograph of the completed coloring page and go to allinclovis.com/coloring-contest-submission and follow the instructions to upload the image of your coloring page (the "Submission") and complete the entry form box. The following information will need to be entered, along with any other information requested:

- Artist's first name and age
- Entrant's full name
- Entrant's email address
- Entrant's mailing address
- Entrant's phone number

To submit a hard copy of the coloring page, please deliver it to the Clovis/Curry County Chamber of Commerce at 105 E Grand Ave, Clovis, NM 88101.

Content Restrictions:

- The Submission must not include any private information of a third party such as name, address, phone number, or email address;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not feature brand names or trademarks other than those owned by Sponsor;
- The Submission must not contain material that Sponsor deems, in its sole discretion, to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous in any way;
- The Submission must not contain material that Sponsor deems, in its sole discretion, to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created;
- The Submission must not contain any solicitations, spam, or commercial messages; and
- The Submission must be the sole work of the Entrant's child or guardian.

Any Submission that does not meet the foregoing requirements may be disqualified. All entries and Submissions become the property of Sponsor and will not be returned. Sponsor has no duty to publish or display any Submissions, except in its sole discretion. Normal time, toll, connection and usage rates, if any, charged by your Internet Service Provider will apply.

Limit: Each Entrant may submit 1 Submission per child or ward during the Contest Period. Entrant may submit multiple entries only if Entrant has multiple children or wards for which he/she wishes to submit an entry. Any attempt by any Entrant to upload more than the stated number of Submissions and/or entries by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will result in the disqualification of all Entrant's entries into this Contest.

Terms of Use: By entering and submitting Submissions to the Contest all Entrants, on behalf of themselves and their child or ward, grant the Clovis/Curry County Chamber of Commerce, the Clovis Action Team and its affiliates the right to publish the entries and Submissions on the Chamber and All in Clovis websites and social media pages, and use in any manner and at any time or times, including, without limitation, all entry information and materials submitted and any language contained therein, for public information without additional consideration or compensation. Sponsor reserves the right to modify or alter the Submission in any manner it sees fit, prior to using it as contemplated herein.

Winner Determination: All eligible Submissions will be judged by a panel of qualified judges chosen by Sponsor who will choose the winner(s). In the event that a potential winner cannot be contacted, forfeits the prize, is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. In the event of disputes as to the identity of the winner, or if more than one person uses the same email address, the entry and Submission will be declared submitted by the "Authorized Account Holder" of the e-mail address submitted, unless agreed otherwise. The "Authorized Account Holder" is the person to whom the applicable Internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address.

GENERAL: If for any reason this Contest is not capable of running as planned, or if this Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper administration of the Contest and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failure, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within Sponsor's control, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If a cancellation, termination, modification, or suspension occurs, notification will be posted at the entry site. If cancelled, Sponsor reserves the right to award prizes as outlined herein with respect to all eligible entries received at the time of the termination. Sponsor reserves the right to disqualify Entrants who violate these Official Rules or interfere with this Contest in any manner and terminate such Entrant's eligibility to participate in the Contest. Any attempt by an Entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies 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.

Release and Limitations of Liability: Except where prohibited, by participating in the Contest, Entrant, along with the child on whose behalf the entry is submitted, and their representatives and agents (the "Releasing Parties"), agrees to release and hold harmless the Clovis/Curry County Chamber of Commerce, the Clovis Action Team, and their respective parents, subsidiaries, affiliates, agents and agencies, promotional partners, prize partners, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing or judging of entries; (e) late, lost, or undeliverable mail; or (f) 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 Contest.

Disputes: The Releasing Parties agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or its associated winner selection and/or notification (the "Contest Administration") shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New Mexico or the appropriate New Mexico State Court located in Curry County, Clovis; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will Entrant or the Releasing Parties be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest and Contest Administration, shall be governed by, and construed in accordance with, the laws of the State of New Mexico, without giving effect to any choice of law or conflict of law rules (whether of the State of New Mexico or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Mexico.