OFFICIAL RULES - 2019 AAA Greece \$50 AAA Gift Card Giveaway

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

- 1. SPONSOR: AAA Western and Central New York, 100 International Drive, Buffalo, NY 14221
- **2. ADMINISTRATOR:** AAA Western and Central New York, 100 International Drive, Buffalo, NY 14221, an independent administrator and judging organization whose decisions are final and binding as to all aspects of the Contest.
- 3. ELIGIBILITY: NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING. Open only to persons 18 or older upon entering who are legal residents of, and physically located within the confines of the membership boundaries of AAA Western and Central New York. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor or Administrator, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies; (individually and collectively, "Entities"), members of their households and immediate families, any person who, within the past six months, has been awarded a prize worth \$500 or more in any contest conducted by Administrator and any person who, within the past 90 days, has been awarded any other prize by Administrator, are all ineligible to enter or play. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses.
- 4. ENTRY: To enter and solely for purpose of notifying the winner, participants must provide

 AAA Western and Central New York with their Name, email address and Home Address Zip Code

 on a physical or digital AAA Western and Central NY entry form. Sponsor determines the prize

 award to each winner before the prize is drawn.

If for any reason the contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel,

terminate, modify or suspend the contest. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's related to or resulting from participation in or downloading any materials from this contest. In the event of a dispute over an entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

In the event winner is deemed ineligible, fails to comply with contest procedures, or is not available to claim prize during specified dates, then the prize will be awarded to runner-up, time permitting.

Odds of winning depend on number of valid entries received.

- **5. LIMITATIONS:** Entries by any method other than set forth above in Section 4 are void. Any use of automated or programmed methods of effecting Entry is prohibited. Neither the Entities, nor any of their officers, directors, shareholders, employees, agents or representatives (individually and collectively, "Releasees") are responsible for Entries from persons residing, or physically located, outside the Territory; Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.
- **6. PRIZES AND APPROXIMATE RETAIL VALUE:** One AAA Gift Card (valued at \$50) will be awarded each month during the period of July through December 2019, for a total of six gift cards to be awarded.
- 7. WINNERS: All winners must meet all eligibility requirements. Each winner must be at least 18 years old. At the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: [1] Winner's failure to respond to notification within three (3) days after its transmission; [2] the return of an email notification to a Winner as undeliverable after three (3) attempts; [3] the return of any other notice to a Winner as undeliverable; [4] Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; [5] Winner's failure to execute and return an Affidavit of Eligibility/Liability/Publicity Release within three (3) days after its mailing; [6] any

other non-compliance with Rules. In the event of a prize forfeiture, the Administrator may, in its sole discretion, award or not award the forfeited prize to an alternate winner.

- **9. PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Contest is subject to Administrator's privacy policy located at AAA.com/Privacy.
- 10. CONDITIONS AND RELEASES: By entering this Contest, and/or accepting any prize you may win, you agree, represent and warrant that: [1] you will abide by and be bound by the Rules and the Administrator's decisions, which shall be final in all respects; [2] the Entry becomes solely the Sponsor's property and will not be acknowledged; [3] the Releasees make no representation, warranty or guarantee, express or implied, relating to the Contest or prizes; [4] you release and hold harmless the Releasees from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of any prize or participation in this Contest or in any Contest-related activity or travel; [5] winner's acceptance of a prize constitutes the grant to Sponsor and assigns of an unconditional right to use winner's name, address (city and state only), voice, likeness, photograph, video, biographical and prize information and/or statements about the promotion (collectively, "Personal Material") for any programming, publicity, advertising and promotional purposes, in any media now known or hereafter created or conceived, worldwide in perpetuity or on a winner's list, without additional compensation, except where prohibited by law; [6] although Sponsor is not obligated to use any of the Personal Material, it may do so and may edit such Personal Material, at Sponsor's sole discretion, without further obligation or compensation; [7] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Administrator's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Contest, so that it cannot be conducted as originally planned, Administrator has the right, in its sole discretion, to modify the Rules or to cancel, modify, terminate or suspend the Contest; and in such event, to select winners by such method as Administrator in its sole discretion shall consider equitable; [8] the Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to: errors in the advertising, Rules, selection and announcement of the winners and distribution of the prizes; [9] any portion of any prize not accepted or used by any winner will be forfeited; [10] the Releasees are not responsible for any inability of any winner to accept or use any prize (or any portion thereof) for any reason; [11] the Administrator has the right, at any time and at its sole discretion, to disqualify any

individual it suspects to be doing any of the following: (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Rules; (c) violating the terms of service, privacy policy or other terms, conditions of use and/or general rules or guidelines of any Contest property or service or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or for any other good cause as determined solely by the Administrator; [12] all disputes, claims and causes of action at law or in equity (collectively, "Claim") arising out of or relating to this Contest, the meaning or interpretation of the Rules or any prize awarded shall be resolved by applying the laws of New York, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state; [13] all Claims shall be resolved individually, without resort to any form of class action; [14] all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses and waives all rights to have damages multiplied or otherwise increased; [15] Sponsor has the right to modify prize award procedures at its sole discretion.