

Vail International Dance Festival Sweepstakes

Win tickets to the 2009 Vail International Dance Festival in Vail, Colorado

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

- 1. Eligibility** – The 2009 Vail International Dance Festival Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Colombia who are at least eighteen (18) years old at the time of entry. Employees of The Vail Valley Foundation, and their affiliates as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation 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 the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor:** The Vail Valley Foundation, 90 Benchmark Road, Suite 300, Avon, CO 81620.
Administrator: Vail Valley Foundation
- 3. Timing:** The Sweepstakes begins on **Friday, March 20** at 8am Mountain Standard Time (MST) and ends on **Monday, June 1 at 9am MST** (the “Promotion Period”). Administrator’s computer is the official time-keeping device for the Sweepstakes.
- 4. How to Enter:** During the Promotion Period, visit: www.vaildance.org and follow the links and instructions to complete the registration. Complete and submit the registration including a valid email address and mailing address. You automatically will receive one (1) entry into the Sweepstakes. Once you have submitted the registration, you will then be presented with one Limit: Each participant may receive a maximum of one (1) entry per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. 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. The potential winner may be required to show proof of being the authorized account holder.
- 5. Grand Prize Drawing:** The Vail Valley Foundation’s decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Grand Prize winner from all eligible entries received on or about May 1, 2009. The potential winner will be notified by mail, email or phone. The potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Sponsor, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, potential winner forfeits prize. Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that the potential Grand Prize winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held after which the Grand Prize will remain un-awarded.

- 6. Prize:** Grand Prize includes two (2) reserved seat tickets to two (2) performances of the Vail International Dance Festival (all details determined by Sponsor in its sole discretion); two (2) nights accommodations at hotel determined by Sponsor in its sole discretion (single room, double occupancy). Accommodations are subject to availability. All expenses and incidental costs not expressly stated in the package description above are the responsibility solely of winner. Odds of winning the prize depend on the number of eligible entries received during the promotional period.
- 7. Release:** By receipt of the prize, winner agrees to release and hold harmless The Vail International Dance Festival, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- 8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately 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.
- 10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing 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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims
- 11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eagle County District of Colorado or the appropriate Colorado State Court;

(2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.