

Contest Rules and Conditions

No purchase is necessary to enter or win. A purchase will not increase your chances of winning. All federal, state, local, and municipal laws and regulations apply.

Eligibility

The Contest is open to legal residents of the fifty United States, the District of Columbia, Puerto Rico and nine provinces and three territories of Canada (excludes Québec) who are at least eighteen (18) years old at the time of entry. Employees (and their immediate family) of Southwest Montana and other companies associated with the promotion of the Contest are not eligible.

Sponsor

The Contest is sponsored by Southwest Montana Tourism, located at 1105 Main Street, Deer Lodge, MT 59755.

Agreement to Official Rules

Participation in the Contest 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.

Contest Period

The Contest begins on June 1 and ends on September 30, 2018 at 11:59pm MST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest.

How to Enter

- Visit all 15 historical highway markers found on this map and take a picture showing: you, your bike, and the historical sign.
- Once you have visited **ALL** 15 markers, send Southwest Montana (contests@southwestmt.com) an email outlining the following:
 - Your Name
 - Preferred Email
 - Your Current Address
 - Year, Make, and Model of your bike
 - A brief description – just a couple sentences – about your ride or the experience.
 - Attach the 15 images
- By emailing contests@southwestmt.com, you are acknowledging the **Official Contest Rules**
- If you are on social media, we encourage you to share your photos (#SouthwestMT) with us to mark your journey and give us permission to share.
- All submissions must be received by: September 30, 2018 11:59 MST.
- No responsibility is assumed by The Sponsor, its affiliates, its respective directors, officers, employees and assigns, for any disruption to computer online systems, servers or providers, computer equipment, software or failure for any entry to be received because of technical problems or traffic congestion on the internet late entries which for any reason are not received or which are incomplete.

Limit

Limit one entry per person and per email address for the duration of the Contest Period, regardless of method of entry. Entries received from any person or email address in excess of the state limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

Winner Notification

On or about October 15, the Sponsor will select potential winners for the grand prizes (3) in a random drawing from all eligible entries received. The odds of being selected for the Grand Prize depend on the number of entries received. A Committee hosted by The Sponsor will hand select the winners of the Funniest Photo and Oldest Bike

on October 15, 2018. The First to Complete will be chosen based on the reception of the email submission (noting time and date), the winner of this prize will be selected and notified on October 15, 2018. The Sponsor will attempt to notify the potential winners via email on or about October 15, 2018. If the potential winner cannot be contacted within five 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-winning, eligible entries.

Each winner will be required to complete, electronically sign and submit a Declaration of Compliance within five days of the date notice or attempted notice is sent in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, does not comply with these Official Rules, or prize is returned undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up selected from all other eligible entries. Only three alternate winners will be selected, after which the prize will remain un-awarded.

Prizes

Prizes have been generously donated by Baymont Inn & Suites of Helena, Fairmont Hot Springs Resort, Sapphire Gallery, Philipsburg Brewing Company, Copper King Mansion, Sweet Palace, Lewis & Clark Caverns State Park, Comfort Inn of Butte, Bale of Hay Saloon, Bonanza Inn, Brewery Follies, Windsor Bar, Montana Gems, Premier Best Western Great Northern Hotel, Exploration Works, and Quality Inn of Butte. The prizes include:

- **Grand Prize 1**
 - Night at Baymont Inn and Suites
 - Night at Fairmont Hot Springs
 - \$25 Sapphire Gallery Gift Card
 - Four passes to the Old Prison Museum
 - Growler and Fill from Philipsburg Brewery
- **Grand Prize 2**
 - Night at Baymont Inn and Suites
 - Night at Copper King Mansion
 - \$25 Sweet Palace Gift Card
 - Four passes to the Old Prison Museum
 - Growler and Fill from Philipsburg
- **Grand Prize 3**
 - Cabin Night at Lewis & Clark Caverns
 - Night at Comfort Inn
 - Growler and Fill from Philipsburg
 - Four passes to the Old Prison Museum
 - 4 tickets to Lewis & Clark Caverns tour
- **Funniest Photo:**
 - Virginia City Package
 - 10 Drink Tokens + Bale of Hay Swag
 - 1 Night at the Bonanza Inn
 - 2 Tickets to the Brewery Follies
- **Oldest Bike:**
 - Hotel Night & Steak Dinner at Windsor Bar in Boulder
- **First to Complete:**
 - Montana Gems Pendant
 - Night at Premier Best Western Great Northern Hotel
 - Night at Quality Inn
 - Passes to ExplorationWorks
 - Two passes to the Old Prison Museum
 - Growler & Fill from Philipsburg

General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

Photo Release

By submitting photos to this contest (as received by contests@southwestmt.com), you are giving the Sponsor, and affiliated partners, the rights to use each photo submitted. These photographs will be granted: rights-free, non-exclusive use for Southwest Montana.

Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto). Released Parties 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 the Contest; (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 Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing Entries, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Entry.

Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court, or the Montana Third Judicial District Court, Powell County, District Court. 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 the Contest, shall be governed by, and construed in accordance with the laws of the State of Montana, 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 the State of Montana.

Entrants Personal Information

Information collected from entrant is subject to Southwest Montana Privacy Policy: <http://southwestmt.com/privacy/>.

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