

Guadalupe Valley Telephone Cooperative
GVTC March 2021 Gaming Giveaway

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

BY ENTERING THIS PROMOTION, PARTICIPANTS ACCEPT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS IN THESE OFFICIAL RULES. WINNING IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. ANY VIOLATION OF THESE RULES MAY RESULT IN DISQUALIFICATION, WITHOUT NOTICE OR OTHER OBLIGATION TO THE VIOLATOR. ALL DECISIONS OF SPONSOR ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED BY LAW.

1. **Sponsor.** The sponsor of this **GVTC March 2021 Gaming Giveaway** (the "Promotion") is Guadalupe Valley Telephone Cooperative, Inc., at 36101 FM 3159, New Braunfels, Texas 78132 ("Sponsor").

This Promotion is NOT sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, Facebook Technologies, LLC (or Oculus).

2. **Timing.**

a. **Promotion Period.** The Promotion entry period begins on March 1, 2021 at 10:00 a.m. Central Standard Time ("CST") and ends on March 31, 2021 at 11:59 p.m. CST (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Promotion.

b. **Drawing(s).** One (1) potential winner will be selected on or about March 31, 2021. The potential winner will be randomly drawn from all eligible entries received during the Promotion Period.

3. **Eligibility Requirements.** This Promotion is open only to legal residents living in the state of Texas, United States and within Sponsor's service area (check here to see if you are in Sponsor's service area <https://gvtc.com/check-availability>) who are at least eighteen (18) years old at the time of entry and who can provide proof of U.S. residency. Residents of U.S. territories and possessions, U.S. military installations in foreign countries, and all locations not physically located within the Sponsor's service area in Texas (see link above) are excluded from this Promotion. Past and present employees, officers, directors, agents, and independent contractors of Sponsor and any of its affiliates or other companies involved in the development or administration of this Promotion, as well as the immediate family members (spouse, parents, siblings, and children) and household members of such employees, officers, directors, agents, and independent contractors are not eligible to enter this Promotion. This Promotion is subject to all applicable federal, state, and local laws and regulations. This Promotion is void where prohibited by law. Sponsor reserves

the right to disqualify any participant that Sponsor determines, in its sole discretion, is ineligible to participate in the Promotion.

4. **How to Enter.** Participants can enter by visiting Sponsor's Facebook or Instagram pages by visiting: <https://www.facebook.com/OfficialGVTC/> , <https://www.instagram.com/officialgvtc/>, www.gvtc.com/gaming, www.blog.gvtc.com during the Promotion Period and following the instructions to enter for a chance to win. You acknowledge and agree that there are specific Facebook and Instagram terms and conditions that apply to your Facebook or Instagram account. Three steps to enter:

- i. During the promotional period any customers that sign up for a GVTC gaming bundle 1Gbps/ 250 Fiber Internet bundle priced at \$144.95/mo* or 500/250Mbps Fiber Internet bundle priced at \$84.95/mo*. www.gvtc.com/gaming
- ii. Once you are an active GVTC customer with either bundle you are automatically entered into this giveaway.

Limit: The Promotion is limited to one entry per person, per household, and per, Facebook and Instagram account. Any attempt by a participant to enter the Promotion more than once by using multiple/different Facebook or Instagram accounts, email addresses, or identities or any other method will disqualify that participant. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor has no obligation to notify the participant of the disqualified entry.

In the event of a dispute as to the person associated with any entry, the authorized account holder of the email address used to enter will be deemed the participant. With respect to email addresses, 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 email address. The potential winner may be required to show proof of being the authorized account holder.

Only entries received by the end of the Promotion Period will be eligible for the prize. All entries received after the end of the Promotion Period will be void and will not be eligible to win. Sponsor will not verify receipt of entries, and proof of submission will not be deemed proof of receipt by Sponsor. Entries are automatically null and void if not obtained through the authorized channels or if any part is late, lost, stolen, incomplete, illegible, unintelligible, invalid, damaged, misdirected, or contains typographical or other errors. Sponsor is not responsible or liable in any way for such entries or errors. Sponsor has no obligation to notify the participant of the disqualified entry.

Unless required by law, Sponsor is not required to review or respond to any correspondence received from an entrant regarding the Promotion.

5. Winner Selection and Notification.

- a. **Winner Selection.** There will only be one (1) prize winner. One entry will

be selected via a random drawing on or about March 31, 2021.

b. Winner Notification and Announcement. Receiving the prize is contingent upon compliance with these Official Rules. The potential winner will be notified by email (gvtc.marketing@gvtc.net) and telephone on or about March 31, 2021. Once a potential winner is contacted by the Sponsor, he or she will have 24 hours from the time Sponsor sends the email, to respond and claim the prize and sign the required Affidavit of Eligibility and Release (discussed in Section 10 below). If the potential winner does not respond and sign the required Affidavit of Eligibility and Release within the time frame outlined above, or if the prize notification is returned as undeliverable, the prize will be forfeited without notice to the potential winner, and the prize may be given to an alternate winner, selected via random drawing from all eligible entries received during the Promotion Period, at Sponsor's discretion.

REPLYING TO THE PRIZE NOTIFICATION WILL NOT AUTOMATICALLY MAKE THE POTENTIAL WINNER THE ACTUAL PRIZE WINNER. THE POTENTIAL WINNER MUST MEET ALL ELIGIBLE REQUIREMENTS AND OTHERWISE COMPLY WITH THESE OFFICIAL RULES.

The winner might be announced on the Sponsor's Facebook and Instagram pages and possibly on the Sponsor's website and other social media platforms, but this is not how the potential winner will be notified.

6. **Odds of Winning.** The odds of winning depend on the number of eligible entries received.
7. **Prize and Prize Value.** The prize is one Oculus Go Headset - 64GB (with an approximate retail value of \$199.00 (approximately \$215 with tax).

Prize Delivery: Once Sponsor has determined that the winner meets all eligibility and other requirements in these Official Rules and once the winner timely provides the signed Affidavit of Eligibility and Release to Sponsor, Sponsor will coordinate prize pick-up or delivery with the winner directly. The winner may be required to travel to claim the prize, and the winner may be responsible for the cost of travel to claim the prize. By participating, the winner waives the right to claim as a cost of winning the prize, the cost of travel required to claim or use the prize. If the Sponsor delivers the prize via mail, the prize will be deemed delivered to the winner once the prize is delivered by the Sponsor to the U.S. Postal Service or other common carriers of the Sponsor's choosing. Sponsor will not be responsible or liable for a lost, stolen, or damaged prize once mailed by Sponsor to the address provided by the winner or once delivered to the U.S. Postal Service or other common carriers, or for any loss or damages relating to the delivery, use, or misuse of the prize.

Prize Conditions:

The approximate retail value (“ARV”) of the prize is USD \$199.00 (approximately \$215 with tax).

All applicable federal, state, and local taxes associated with acceptance and use of the prize is the sole responsibility of the winner. All expenses and items not specifically mentioned in these Official Rules are not included and are the winner’s sole responsibility. The prize may not be exchanged for cash value or otherwise, and the prize is non-refundable. No transfer, substitution, or assignment of the prize is permitted. The prize is subject to availability and substitution, in whole or in part, with a prize of equal or greater retail value if the prize is unavailable or cannot be awarded for any reason, in Sponsor’s sole discretion. The value of the prize set forth above represents Sponsor’s good faith determination of the ARV thereof and cannot be challenged or appealed. The actual value may vary based on retail value or expected retail value at the start of the Promotion. In the event the ARV of the prize is more than the *actual* retail value of the prize, the difference will not be awarded in cash or otherwise.

The Oculus Go Headset - 64 GB DOES NOT include an extra warranty, or Oculus Warranty besides the [standard product warranty](#) that comes with the product from the product manufacturer. Sponsor shall not be responsible for maintenance or defects or otherwise in connection with the prize.

Sponsor makes no representation, warranty, or guarantee in whole or in part, express or implied, in fact or in law, in relation to the prize or the use of the prize including without limitation any representation or warranty concerning the prize’s availability, quality, merchantability, fitness for a particular purpose or suitability for use, and/or non-infringement or title. Sponsor expressly disclaims any responsibility or liability for loss to any person or property relating to the delivery, possession, use, and/or misuse of the prize.

All prize details not set forth in these Official Rules are at the sole discretion of Sponsor.

8. Publicity Release. Unless prohibited by law, acceptance of the prize shall constitute and signify the winner’s agreement and consent that Sponsor, and third parties on Sponsor’s behalf, may use the winner’s name, city and state of residence, biographical data, voice, statements, image, likeness, and/or prize won (collectively the winner’s “Name and Likeness”) for marketing and promotional purposes and for any other business purpose, in any media, now known or hereafter developed, throughout the world, including on the Internet, without providing additional notice, consent, review opportunity, or consideration to the winner. Winner agrees that Sponsor (and third parties on Sponsor’s behalf) has(ve) the unrestricted, perpetual, and worldwide right to reproduce, copy, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives of, and otherwise use the winner’s Name and Likeness. Winner agrees that Sponsor may alter the winner’s Name and Likeness and may combine the winner’s Name and Likeness with other materials and information (including

without limitation, text, data, images, photographs, illustration animation and graphics, or video or audio segments of any nature, in any media or embodiment, now known or hereafter developed). Winner accepts and acknowledges that Sponsor shall not be obligated to use the winner's Name and Likeness, and Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

9. Privacy. By entering the Promotion, you agree that Guadalupe Valley Telephone Cooperative, Inc. may use your personal information to send you email updates, send you Facebook and Instagram messages, and add Facebook and Instagram posts to your newsfeed about upcoming events, products, or services that might interest you. You can unsubscribe from receiving our email updates at any time by following the instructions provided with Sponsor's email communications. You can unsubscribe from receiving our Facebook messages by unfollowing us on Facebook and Instagram. You can unsubscribe from receiving our Facebook and Instagram posts in your newsfeed by unfollowing us on Facebook and Instagram. Unless otherwise set forth in these Official Rules, personal information collected from participants is subject to Sponsor's Privacy Policy located at <https://gvtc.com/gvtc-library/policies/privacy-policy> . Please review this Privacy Policy prior to entering the Promotion.

By entering this Promotion, you acknowledge that you are disclosing your personal information to Sponsor, and not to Facebook or Instagram.

10. Release. By participating in this Promotion, you (i) agree to release (a) Facebook and Instagram; and (b) Sponsor and its affiliates, suppliers, distributors, advertising/promotion agencies, and prize supplier, and each such company's officers, directors, employees, agents, and independent contractors (collectively, the "Releasees") from any and all liability for any and all claims, losses, damages, injuries, death, damage to or loss of personal property, costs and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Promotion; your acceptance, possession, use, or misuse of your prize; and/or the Releasees' use of your Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (ii) agree to indemnify and hold harmless the Releasees from and against any and all third-party claims, losses, damages, liabilities, injuries, death, damage to or loss of personal property, costs, and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Promotion; your acceptance, possession, use, or misuse of your prize; and/or the Releasees' use of your Name and Likeness (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (iii) acknowledge and agree that the Releasees have not made and are not responsible or liable for any guarantees, warranties, or representations, express or implied, regarding the prize. The prize must be accepted as awarded, and the prize is awarded "AS IS" and "AS AVAILABLE" with no guarantee, warranty, or representation, express or implied, in fact or in law.

The winner of the Promotion will be required to sign an Affidavit of Eligibility and Release, containing a release of any and all liability from any claims for

damages, losses, or injury against Releasees arising from use of the prize, and such other forms as Sponsor may require. Requiring the winner to sign the Affidavit of Eligibility and Release and/or other documents, however, in no way limits the above release of liability or any other provision of these Official Rules.

11. Limitations of Liability. Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, printing or typographical errors, or by any of the equipment or programming associated with or utilized in the Promotion; (ii) technical failures of any kind, including without limitation malfunctions, interruptions, or disconnections in phone lines, network availability, server or other connections, hardware or software, or other equipment; or other disruption related to Internet traffic, viruses, or otherwise; (iii) forces beyond the reasonable control of Sponsor that may cause the Promotion to be disrupted or corrupted; (iv) unauthorized human intervention in any part of the entry process or the operation of the Promotion; (v) technical or human error that may occur in the administration of the Promotion or the processing of entries; (vi) late, lost, incomplete, inaccurate, misdirected, illegible or unintelligible, undeliverable, damaged, or stolen entries or correspondence; or (vii) any injury, death, or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from a participant's participation in the Promotion; receipt, possession, use, or misuse of the prize; or use of the winner's Name and Likeness. If, for any reason, a participant's entry is confirmed to have been erroneously deleted, lost, stolen, misdirected, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Promotion, if it is possible at that time.

12. Disputes; Limitation of Liability. Except where prohibited, participants agrees that: (i) these Official Rules, and the rights and obligations of the participants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any conflict-of-law rule that would result in the application of the laws of any other jurisdiction; (ii) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by courts located in New Braunfels, Texas; and participants submit to the exclusive jurisdiction and venue of the courts located in the New Braunfels, Texas for any and all causes of action relating to this Agreement; (iii) any and all claims, judgments, and awards shall be limited to the greater of (a) the actual out-of-pocket costs incurred by the applicable participant relating to the Promotion, including costs associated with entering the Promotion and claiming the prize; or (b) USD 25.00 (twenty five U.S. dollars); but in no event will any participant be awarded attorneys' fees; (iv) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, indirect, punitive, special, exemplary, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses incurred; and (v) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive, all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU.**

13. General. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term on another occasion or any other term. Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, 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 Promotion, or if the Promotion is not capable of being executed as planned for any other reason, as determined by Sponsor in its sole discretion. If the Promotion is terminated before the end of the Promotion Period, Sponsor may, in its discretion, randomly select a winner from all eligible entries received as of the termination date. Sponsor reserves the right, in its sole discretion, to disqualify any individual who Sponsor finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this Promotion or in a disruptive manner.

CAUTION: Any attempt by any person to defraud Sponsor in connection with the Promotion, to damage any website, or to otherwise deliberately undermine the legitimate operation of the Promotion, may be a violation of criminal and civil laws and subject to criminal and civil penalties. Should such an attempt be made, Sponsor will disqualify any such person from the Promotion, without notice to such person; and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law and to cooperate in the prosecution of any such conduct.

14. Winner Name. To request the winner's name, please send a self-addressed, stamped envelope to Guadalupe Valley Telephone Cooperative Winner's List Request, 36101 FM 3159, New Braunfels, Texas 78132 or send an email to Soraya.Herbert@gvtc.net.

Consumer Disclosure: You have not yet won. No purchase or payment of any kind is necessary to enter or win. One prize will be awarded, and the winner will be randomly selected. The prize is Oculus Go Headset - 64 GB. The approximate retail value of the prize is USD \$199 (approx. \$215 with tax). The odds of winning depend on the number of eligible entries received. One entry per person, GVTC account, per household, and per Facebook or Instagram account (if entering via Facebook or Instagram). Must be 18+ and resident of Sponsor's service area in Texas (which can be determined at <https://gvtc.com/check-availability>). Other restrictions apply. Promotion Period: March 1, 2021 at 10:00 a.m. to March 31, 2021 at 11:59 p.m. Central Standard Time. Sponsor: Guadalupe Valley Telephone Cooperative, Inc., 36101 FM 3159, New Braunfels, Texas 78132.