

Guadalupe Valley Telephone Cooperative
March GVTC HBO Max Giveaway
OFFICIAL RULES

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 GVTC HBO Max 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, HBO Max, Facebook, or Instagram.

2. **Timing.**

a. **Promotion Period.** The Promotion entry period begins on March 1, 2021, at 8:00 a.m. Central Standard Time ("CST") and ends on March 31, 2021, at 11:59 p.m. CST (the "Promotion Period"). The 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, the 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 find information about how to enter by visiting the Sponsor's Blog, Facebook, and Instagram pages -- <https://blog.gvtc.com/>; <https://www.facebook.com/OfficialGVTC/> or <https://www.instagram.com/officialgvtc/> -- during the Promotion Period and follow the instructions provided at Sponsor's Blog, Facebook, and Instagram pages to enter for a chance to win. Steps to enter:

- i. During the promotional period any customers that sign up for HBO Max through GVTC for \$15.95 or the bundle for \$75.90*
<https://promo.gvtc.com/hbomaxbundle>
- ii. Once you are an active HBO Max subscriber you are automatically entered into this giveaway.

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.** 1. The prize is one The 12.9-inch iPad Pro Wi-Fi 256GB - Space Gray (Value \$1,081.42). The prize will be given to the prize winner in the form of one box containing one 12.9-inch iPad Pro Wi-Fi 256GB - Space Gray

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 \$1,081.42 (one thousand, eighty-one dollars and hundred and forty-two cents U.S. dollars).

All applicable federal, state, and local taxes associated with acceptance and use of the prize are 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, at the Sponsor's sole discretion. The value of the prize set forth above represents the 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 12.9-inch iPad Pro Wi-Fi 256GB - Space Gray DOES NOT include an extra warranty, or Apple Protection besides the Apple Inc. standard device policy through its [limited warranty](#) and up to [90 days of complimentary support](#)."

IMPORTANT: 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 and/or the use of the prize. Without limiting the generality of the foregoing sentence, Sponsor expressly disclaims any and all representations, warranties, and guarantees regarding the prize, including without limitation, those regarding the safety, quality, performance, availability, merchantability, fitness for a particular purpose, and/or suitability for use of the prize, and/or non-infringement of third party rights and/or title. Sponsor expressly disclaims any and all responsibility and liability for injury, death, and/or loss to any person or property relating to the delivery, possession, use, and/or misuse of the

prize, including without limitation with respect to travel required to use the prize. Additional restrictions, conditions, disclaimers, and limitations regarding the prizes may apply and will accompany the prize.

All prize details not set forth in these Official Rules are at the sole discretion of the 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). The 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 the 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 the 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 use and/or misuse of a prize by any other party once received by you (including without limitation any travel or activity related thereto); 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 use and/or misuse of a prize by any other party once received by you (including without limitation any travel or activity related thereto); 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 the 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 and/or use and/or misuse of a prize by any other party once received by you (including without limitation any travel or activity related thereto); 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, the 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, the 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" Soraya.Herbert@gvtc.net.

8. Consumer Disclosure: You have not yet won. No purchase or payment of any kind is necessary to enter or win. The prize is one The 12.9-inch iPad Pro Wi-Fi 256GB - Space Gray (Value \$1,081.42). The prize will be given to the prize winner in the form of one box containing one 12.9-inch iPad Pro Wi-Fi 256GB - Space Gray

The odds of winning depend on the number of eligible entries received. Must be 18+, resident of Sponsor's service area in Texas (which can be determined at <https://gvtc.com/check-availability>), and must have an active GVTC account. Other restrictions apply. The Promotion entry period begins on March 1, 2021, at 8:00 a.m. Central Standard Time ("CST") and ends on March 31, 2021, at 11:59 p.m. CST (the "Promotion Period"). The sponsor's computer is the official time-keeping device for the Promotion. Sponsor: Guadalupe Valley Telephone Cooperative, Inc., 36101 FM 3159, New Braunfels, Texas 78132.