- 1. Eligibility: The History Colorado Preservation Sweepstakes is open to legal residents of the United States of America who sign up at https://woobox.com/ebpuf5. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This sweepstakes is subject to federal, state, and local laws and regulations and void where prohibited by law. History Colorado's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees").
- 2. Sponsorship. The sponsor is History Colorado ("Sponsor"), located at 1200 Broadway, Denver, CO 80207. Sponsor will conduct the [Sweepstakes substantially as described in these Official Rules.
- 3. Agreement to Rules: By entering this Sweepstakes, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Sweepstakes the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this History Colorado's Preservation Sweepstakes.
- 4. History Colorado's Preservation Sweepstakes Entry Period: This promotion begins on May 4, 2023 at 11 a.m. MTN and ends on May 31, 2023 at 11:59 p.m. MTN ("Entry Period"). To be eligible for the Sweepstakes, entries must be received within the specified Entry Period.
- 5. How to Enter: Eligible entrants can enter The History Colorado's Preservation Sweepstakes by submitting an entry via the online form provided through Instagram or Facebook by using hashtags #PreserveCO and #HistoryColorado. As a participant, your entry

must fully meet all Sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Any participant that causes damage to property will be disqualified. History Colorado is not held responsible for any damages or injuries caused while participating in this Sweepstakes.

6. Prizes: The Winners of the History Colorado's Preservation Sweepstakes (the "Winner") will receive a medium size State Historical Fund tote bag, five (5) passes to History Colorado museums, and a two person pass for the Georgetown Loop Historic Mining & Railroad Park. The prizes shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

- 7. Odds: The total number of eligible entries received determines the odds of winning.
- 8. Selection and Notification of Winner: Two Winners will be selected. The Winners will be selected by a random drawing through WooBox under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by posted social media account associated with submitted photo(s) within two days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 10 days from the time the award notification was sent, or 2) is found ineligible, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize offered in the History Colorado's Preservation Sweepstakes by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED. AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 9. Rights Granted by You: By submitting a photo into this Sweepstakes, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, photo, image, statements about the History Colorado's Preservation Sweepstakes, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

- Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, 10. suspend, cancel, or terminate the History Colorado's Preservation Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the History Colorado's Preservation Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the History Colorado's Preservation Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user at the same site or any entries that demonstrate illegal behavior. Entries not allowed by the Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the History Colorado's Preservation Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
- 11. Limitation of Liability: Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

- 12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA AND COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court located in Colorado having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes. The participant waives all rights to have damages multiplied or increased.
- 13. Social Media Channel-Specific Rules: The Sweepstakes hosted by History Colorado is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. You must use the hashtags #PreserveCO and #HistoryColorado for a valid entry.
- 14. By submitting an entry to History Colorado's Preservation Sweepstakes, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.