



#### **4. Prizes.**

Selected winners will win two (2), 2-day access tickets to the 2019 Dusk Music Festival scheduled for Saturday, November 9, 2019 and Sunday, November 10, 2019. Odds of winning depend on the number of eligible entries received as of the deadline for the drawing. Prizes may not be transferred or assigned. No prize substitutions will be made. All applicable federal, state and local taxes are the winner's responsibility. The entry and winning process is deemed as a game of chance. The winner will be chosen by random drawing. If the selected winner does not respond within four (4) days after being notified, they forfeit their prize and another winner will be selected. Tickets will be sent to the winner electronically by e-mail and as a PDF file. Winners will be required to bring a printed version of the PDF or have the PDF available on their mobile device to the festival box office.

#### **5. General Conditions of Participation**

By participating in the drawing, participant agrees to abide by and be bound by these official rules and the decisions of Vantage West Credit Union, which are final, and waive any right to claim ambiguity in these Official Rules. By participating, winner releases and agrees to hold harmless the Sponsor, including any parents, subsidiaries and all of its respective directors, officers, employees, representatives and agents (the "Released Parties"), from and against any and all liability for any loss, property damage or damage to persons, including, without limitation, death and injury, due in whole or in part, directly or indirectly, arising out of participation in the drawing or use or misuse of any prize. By entering the drawing you agree to receive email from Vantage West Credit Union. You can opt-out of receiving this communication at any time by clicking the unsubscribe link. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value.

#### **6. Release and Limitations of Liability.**

By participating in this drawing, each entrant irrevocably and unconditionally releases, discharges, indemnifies, and holds harmless the Sponsor and its respective officers, directors, employees, representatives, and agents (collectively "Released Parties") from and against any and all claims, costs, expenses, damages, and liabilities (including attorney's fees and costs) that in any way arise out of or relate to the operation of, or participation in this drawing including, without limitation, any claims, damages or liabilities due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance of any prize or participation in any drawing related activity. The Released Parties are not responsible for computer, network, printing, typographical, human or other errors, problems or malfunctions relating to or in connection with the drawing, including, without limitation, errors, problems or malfunctions which may occur in connection with the administration of the drawing, the announcement of the winner, the processing of entries or in any drawing-related materials; for stolen, lost, late, misdirected, undelivered, damaged, inaccurate, delayed, incomplete, illegible, or postage-due mail or entries; or for transactions that are lost, misdirected, or fail to enter into the processing system for any reason; or are processed, reported, or transmitted late or incorrectly; or are lost for any reason, including computer, telephonic, paper-transfer, or human error, or electronic, computer, or telephonic malfunction, damage, error, omission, interruption, defect, delay in operation or transmission, or any combination thereof. If, for any reason, the drawing is not capable of running as planned, or infection for computer viruses, bugs, or tampering, unauthorized intervention, fraud, actions of entrants, technical failures, or any other causes corrupt or affect the administration, security, fairness, integrity, or proper conduct of the drawing, the Sponsor reserves the right to disqualify any entry or entrant and/or to cancel, terminate, modify, or suspend the drawing and at its sole discretion to disqualify any entry or entrant and/or to cancel, terminate, modify, or suspend the drawing and to award the prize to the selected winner among all eligible non-suspect entries validly received prior to the action requiring such modification.

**7. Dispute.**

Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this drawing or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively within the legal jurisdiction of Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the drawing, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant 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 interpretation, validity, and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with this drawing, shall be governed by, and construed in accordance with the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rule.

**8. Winners' List.**

To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Vantage West Credit Union, PO BOX 15115, Tucson, AZ 85708.

***This drawing is sponsored by Vantage West Credit Union, PO BOX 15115, Tucson, AZ 85708***