

## **National Recreation and Park Association Parks for Pollinators BioBlitz Drawing**

### **National Recreation and Park Association - Sponsor**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The Parks for Pollinators BioBlitz Drawing (the “Drawing”) is open to those who sign up to host a Parks for Pollinators BioBlitz at the online Parks for Pollinators BioBlitz webpage (<https://www.nrpa.org/parks4pollinators-bioblitz>) and who are representing a public park and recreation agency. Entrants must also verifiably host a Parks for Pollinators BioBlitz event through the iNaturalist platform during the month of September 2023. The Drawing is only open to legal residents of the United States who are 18 years of age and older and is void where prohibited by law. The contest is not open to National Recreation and Park Association or Scotts Miracle-Gro officers, board members, employees, or their immediate relatives. “Immediate relatives” includes only parents, siblings and their spouses, and natural or adopted children and grandchildren of the individual or his or her spouse. The Drawing is subject to all applicable federal, state and local laws and regulations. This Drawing is void in any state where prohibited or otherwise restricted by law.

**2. Agreement to Rules:** By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the National Recreation and Park Association as final and binding as it relates to the content. The Drawing is subject to all applicable federal, state and local laws.

**3. Entry Period:** Entries will be accepted starting on or about April 3, 2023, and ending September 30, 2023. All entries must be received by September 30, 2023, 11:59 PM EST.

**4. How to Enter:** You may enter only once, under either method (A) or method (B) below. You may not enter under both methods.

#### **(A) Entry Online**

The Drawing can be entered by submitting an entry using the online form provided on the Drawing webpage (<https://www.nrpa.org/parks4pollinators-bioblitz>). The entry must fulfill all Drawing requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the National Recreation and Park Association. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the National Recreation and Park Association.

#### **(B) Entry by Mail**

You do not need to enter online. Any eligible person wishing to participate in the Drawing may submit an Entry Form. Each submitted Entry Form must be a three inch by five-inch piece of paper that contains your name, complete email address, complete postal address, telephone number, and the words “NRPA Drawing”. Entry Forms must be sent to the following address, with proper postage affixed, by regular mail, and postmarked no later than and received on or before September 30, 2023:

NRPA 22377 Belmont Ridge Road

Ashburn, VA 20148

Attention: NRPA Drawing

Only one (1) Entry Form per envelope. You may send only one envelope. Incorrect, illegible, and incomplete entries are void. Once submitted, Entry Forms become the exclusive property of NRPA and will not be returned.

## **5. CONSUMER DISCLOSURE**

**6 prizes and retail value:** 3 prize checks and each individual prize valued at \$1,000.00, 3 prizes of Scotts Miracle-Gro Prize Pack each valued at \$600.00

**Odds of receiving each prize:** The odds of winning depend on the number of eligible entries received.

**6. Prizes:** Three winners representing a public park and recreation agency will receive a \$1,000 prize and three winners will each receive a Scotts Miracle-Gro Prize Pack (valued at \$600). The specifics of the \$1,000 prize shall be solely determined by the National Recreation and Park Association. No cash or other prize substitution permitted except at the National Recreation and Park Association's discretion. The prize is nontransferable. Any and all prize related expenses, including and without limitation of any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of a prize constitutes your irrevocable permission for the National Recreation and Park Association to use your name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**7. Winner selection and notification:** Winners of the Drawing will be selected in a random drawing under the supervision of the National Recreation and Park Association. Winners will be notified via email to the email address they entered the Drawing with or provided 5 (five) days following the Drawing. The prizes will be delivered to the recipient at no expense, within thirty (30) days of the Drawing. The National Recreation and Park Association shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 72 hours from the time award notification was sent, or fails to timely return completed and executed declaration and release forms as required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Drawing is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT THE NATIONAL RECREATION AND PARK ASSOCIATION SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE DRAWING AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering this Drawing, you understand and agree that the National Recreation and Park Association, anyone acting on behalf of the National Recreation and Park Association, or its respective licensees, successors and assigns will have the irrevocable right and consent to print, publish, broadcast, distribute, and otherwise use worldwide in any media now known or hereafter in perpetuity and throughout the World your entry, including, without limitation, the entry

and your name, portrait, picture, voice, likeness, image or statements about the Drawing, and biographical information for news, publicity. information, trade, advertising, public relations, commercial or promotional purposes without notice, your review, or any further compensation.

**9. Terms:** The National Recreation and Park Association reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Drawing should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Drawing. In such case, the National Recreation and Park Association may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the National Recreation and Park Association. The National Recreation and Park Association reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Drawing or website or violates these Terms & Conditions. The National Recreation and Park Association has the right, in its sole discretion, to maintain the integrity of the Drawing, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by drawing rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the drawing may be a violation of criminal and civil laws and should such an attempt be made, the National Recreation and Park Association reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Drawing you agree to receive email newsletters periodically from the National Recreation and Park Association. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**10. Limitation of Liability:** By entering you agree to release, indemnify and hold the National Recreation and Park Association and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors ("Releasees") harmless from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the drawing and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries. The prize is given to the winner AS IS. The Releasees do not make any warranty, representation, or guarantee, express or implied, in fact, or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. The Releasees accept no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority. The Sponsor reserves the right to modify this Drawing in any way it deems necessary or appropriate.

**11. Disputes:** THIS DRAWING IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF VIRGINIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Drawing, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Drawing, shall be resolved individually, without resort to any form of class action, exclusively before a court located in

Virginia having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Drawing), and participant further waives all rights to have damages multiplied or increased.