

## FALL 2021 COMMENCAL BIKE ANNUAL MEMBERSHIP DRIVE GIVEAWAY OFFICIAL RULES

The Annual Membership Drive giveaway (or “Membership Drive”) is for the benefit of and promoted by the Colorado Mountain Bike Association (COMBA), Boulder Mountainbike Alliance (BMA) and Overland Mountain Bike Association (OMBA) (the “Promoters”), 501(c)3 chapters of the International Mountain Bicycling Association (IMBA). There is a prize (“Prize Package”) to be awarded to a sole winner throughout the promotional period. Chances of winning depend on the total number of eligible entries received.

### Eligibility

Entry is open to US residents only located in the United States, who are above the age of 21 years as of October 1, 2021 who join/renew their membership with COMBA, BMA and/or OMBA. **Entrants may join multiple IMBA chapters by using unique email addresses for each membership.** Entrants are eligible for up to three (3) entries total.

No purchase required to enter to win. A donation to COMBA, BMA and/or OMBA does not increase odds of winning.

No purchase necessary. To enter the drawing, send a postcard with your first and last name, phone number, email address and mailing address to any/all of the following:

- "% Membership Drive, Boulder Mountainbike Alliance, PO Box 4954, Boulder, CO 80306."
- "% Membership Drive, Colorado Mountain Bike Association, PO Box 280415 Lakewood CO 80228"
- "% Membership Drive, Overland Mountain Bike Association, PO Box 1543, Fort Collins, CO 80522"

One entry per postcard for each Promoter for a maximum of 3 entries total.

By entering, entrants give permission to add his/her registering email address to the Promoters and the Sponsors' databases and will receive email communication from those organizations. Entrants may opt out of these email communications at any time.

This promotion is void where prohibited under state and/or federal law. This promotion is void in the states of New York, and Rhode Island. All entrants must submit their first name, last name, email address, country of residence, and chapter affiliation and have a record in the database to be considered. All eligible entrants will receive confirmation of submittal of necessary information via email from IMBA upon submittal. Employees of COMBA, BMA and OMBA (the “Promoters”) and IMBA, or any of their subsidiaries and affiliates, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Membership Drive and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the

same residence at least three (3) months out of the year) of each such employee are not eligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Promoter's decisions, which are final and binding in all matters related to the Membership Drive. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **Entering**

The promotion runs from 12:00 am (MDT) on October 1, 2021 to 11:59 pm (MDT) on November 8, 2021 (the "Entry Period"). Each individual person is allowed up to 3 entries total.

1. Eligible entrants may visit <http://www.imba.com/join> (the "Site") during the Membership Drive Period. To participate, eligible entrants must provide their first name, last name, email address, country of residence, and chapter affiliation of COMBA, BMA or OMBA. Once information is recorded, each eligible entrant will receive one automatic entry to the Membership Drive; into a random drawing of the prize package giveaway. Confirmation of entry is receipt of information response from IMBA. Any use of an electronic device to enhance or alter entrants' odds of winning will count as a fraudulent entry. Entries that are fraudulent are not permitted and will be declared invalid. All entries and the information contained therein will become the property of the Promoters. Receipt of entries for the random draw will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. The Promoters reserve the right to delete any entries or remove participants that are in violation of the Official Rules. By participating in the Membership Drive, entrants agree to be bound by these Official Rules.

### **Winner Selection**

On or before the 10th day of November, a representative from COMBA, BMA and OMBA will select a potential winner(s) for the prize(s) in a random selection of all entries received during the Membership Drive campaign period. Entries from states where the promotion is prohibited are void and will not be included in the drawing. The odds of winning depend on the number of eligible entries received. Each potential winner will be notified via the email submitted for the drawing on or before November 12, 2021, and the winner must respond and confirm availability to participate within 48 hours or a new winner will be selected for that specific prize. Return of any prize notification email as "undeliverable" will result in disqualification, and an alternate winner may be selected. The winner must consent to the announcement of the winner's name and the use by or on behalf of the Promoters of the winner's name and/or photograph and/or any advertising materials for promotional purposes, without any further compensation to the winner. Should the selected entrant fail to comply with any of the requirements contained in these Official Rules, the prize will be automatically forfeited and another entrant will be selected and the initially selected entrant will be disqualified and will have no recourse towards the Promoters or anyone involved in the Membership Drive.

### **Prizing Package from Commencal (Sponsor)**

- (1) Commencal Meta TR 29 Frame value: \$1700
- (2) Commencal gift certificate: \$1500

Winner has a choice of available frame size and color. Any prize details not specified above will be determined by the Sponsor in its sole discretion, including but not limited to models, sizing, color and other elements. Prizes are not transferable, non-exchangeable, not for resale and non-refundable. Winners are not entitled to receive any payment for any possible difference between the actual value of the prizes and the estimated value of the prizes listed. Prizes must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for any fees associated with mounting, assembling, putting any prizing together and paying taxes, filing appropriate tax documents declaring the value of the prize, and any and all other costs and expenses including but not limited to customs and shipping fees that may be incurred on delivery of their prizes, not listed above or on the Promoter's web site.

### **What winner may be required to do?**

Except where prohibited, a potential winner may be required to complete and return a Declaration and Release and/or tax form W-9, if applicable, within five (5) days of being notified. If a potential winner declines to accept the prize, has violated any of these Official Rules, or fails to sign and return the required documents within the required time period, then an alternate entrant will be selected in his/her place in a random drawing of remaining entries.

### **Other terms**

By participating in the drawing, entrants agree to be bound by these Official Rules and the determinations of the Promoters, which shall be final and binding. Unless prohibited by law, entrants agree to allow use and disclosure of their name, voice, city/state of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media publication, chapter communication, sponsor communication or format now or hereafter known without further compensation, permission or notification. The promoters will use the entrant's personal information only for identified purposes, and protect the entrant's personal information. This benefit is subject to federal, provincial, state, and local/municipal laws and regulations and is void where prohibited by law. In the event that the operation, security, or administration of the benefit is impaired in any way for any reason, including, but not limited to fraud, virus, other technical problem, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Membership Drive, the Sponsor and Promoters may, in their sole discretion, either: (a) suspend the promotion to address the impairment and then resume the promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. The Sponsor and Promoters reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the drawing or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the legitimate operation of the drawing may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor and Promoters reserve the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor or Promoters to enforce any term of these Official Rules shall not

constitute a waiver of that provision. Sponsor and Promoters reserve the right to modify or cancel this promotion at any time and, in the event of cancellation, substitute another in its place. Participation is limited to those individuals who provide the required information to be eligible in the drawing, as stated above. By participating in the promotion, constituents agree to release and hold harmless the Promoters, the Sponsor, and any related organizations' employees or volunteers, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the drawing or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the drawing; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the promotion or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the promotion or receipt or use of any prize. Should tax liability arise, then it will be the responsibility of the winner to notify their own Government's relevant tax department. The Promoters take no responsibility or liability for taxation or for any other costs incurred in connection with the prizes received in this Membership Drive. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. The Sponsor(s)] listed and participating are not registered charities and no tax receipts will be issued for donations made through the Membership Drive.

### **Disputes**

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Colorado. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Promoter or Sponsor in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

### **Finding out who won**

To obtain the name of the winner, send a self-addressed stamped envelope to: BMA, PO Box 4954, Boulder, CO 80306. Requests must be received within four (4) weeks of the conclusion of the Entry Period. E-News and social media content will announce the giveaway winner following the conclusion of the Fall Membership drive promotion period.