

## **CLEAN LOOP CENTER TAILGATING PACKAGE SWEEPSTAKES OFFICIAL RULES**

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

**1. ELIGIBILITY:** THE CLEAN LOOP CENTER TAILGATING PACKAGE SWEEPSTAKES (THE "SWEEPSTAKES") IS OPEN TO LEGAL RESIDENTS OF NEW YORK WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. The following persons are not eligible to enter the Sweepstakes: (i) employees of the Clean Loop Recycling, LLC, its affiliates, subsidiaries, officers, or employees; (ii) officers, employees or agents of any organizations directly involved with this Sweepstakes, and any co-sponsor of the Sweepstakes; (iii) immediate family members and persons living in the same household as the persons identified in (i) and (ii) above. Void where prohibited.

**2. SPONSOR:** The Sponsor of this Sweepstakes is Clean Loop Recycling, LLC. ("Clean Loop Center").

**3. TIMING:** The Sweepstakes entry period will commence at 12 a.m. on December 15, 2020 and conclude at 11:59 p.m. on January 15, 2021 (the "Sweepstakes Entry Period").

**4. HOW TO ENTER:** There are three ways to enter during the Sweepstakes Entry Period:

- i. Complete entry form available at the Clean Loop Center located at 88 Botsford Place, Buffalo, New York.
- ii. Completing an online entry form located at <https://cleanloopcenter.com>.
- iii. Send a mail-in entry to Clean Loop Center, 88 Botsford Place, Buffalo, New York 14216 with your name, address (including zip code), telephone number (including area code), email address, the words "Clean Loop Center Tailgating Package Sweepstakes Entry." Must be postmarked within the Sweepstakes Entry Period.

Limit one entry per person regardless of method of entry. The Sponsor reserves the right, at its sole discretion, to disqualify any entrant that it determines (a) has tampered with the entry process, the operation of the Sweepstakes; (b) has acted in a disruptive manner, or with intent to annoy or harass the Sponsor, other entrants, or any other person or entity; (c) has not satisfied all of the requirements for entry in the Sweepstakes; or (d) is otherwise ineligible under, or in violation of, these Official Rules.

**5. WINNER SELECTION AND ODDS OF WINNING:** There will be one (1) grand prize winner. Winner will be selected by the Sponsor in a random drawing five (5) days after the end of the Sweepstakes Entry Period. Winner will be notified by telephone or email and must respond within forty-eight (48) hours of notification or an alternate winner will be selected by random drawing. The odds of winning depend on the total number of entries received during the Sweepstakes Entry Period.

**6. VERIFICATION OF POTENTIAL WINNER:** POTENTIAL SWEEPSTAKES WINNER ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. As a condition of winning the prize, the winner must complete, sign, and return an affidavit of eligibility and liability and publicity release, where permitted by law, and any other applicable forms required by a taxing authority within ten (10) days of receipt of written prize notification or prizes will be forfeited and an alternate winner selected. Further, by accepting the prize, the winner consents to Sponsor's use of their name, photograph, and/or likeness, address, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast, and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law. If any correspondence from the Sponsor is returned as undeliverable, the corresponding prize will be forfeited and will be awarded to an alternate winner. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize. Any unclaimed or declined prizes will be awarded to alternate

winners in a random drawing to be held as necessary. If potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and/or the liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a sweepstakes prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

**7. GRAND PRIZE:** One (1) grand prize will be awarded. Grand prize winner will receive the following prize package:

- One (1) 55" Television. Approximate Retail Value ("ARV") is \$280.00.
- One (1) Buffalo Bills Hat. ARV is \$17.50.
- One (1) Buffalo Bills Blanket. ARV is \$120.00
- One (1) Buffalo Bills Gift Basket. ARV is \$12.00.
- One (1) \$100.00 Gift Card to Avenue Pizza.
- One (1) \$50.00 Gift Card to 26 Shirts.
- Assorted snacks. ARV is \$50.00.

For all prizes: Winner is responsible for all taxes associated with prize receipt and/or use. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason. ALL PRIZES ARE GIVEN AWAY BY SPONSOR "AS IS." THE SPONSOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO ANY PRIZE.

**8. LIMITATION OF LIABILITY:** Sponsor is not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. If the Sponsor needs to discontinue the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**9. MISCELLANEOUS CONDITIONS:** If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the sponsor, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes and select winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Sweepstakes, or who Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Sponsor reserves the right to correct any typographical, printing, computer programming, or operator errors.

**10. DISPUTES:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected

with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in Erie County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11. SWEEPSTAKES RULES:** These Official Rules will be posted on Sponsor's website at <https://www.cleanloopcenter.com> during the Sweepstakes Entry Period. Copies of the Official Rules may also be obtained by writing to Official Rules Request - Clean Loop Center Tailgating Package Sweepstakes c/o Clean Loop Center, 88 Botsford Place, Buffalo, NY 14216.

**12. SWEEPSTAKES RESULTS:** For Sweepstakes results contact us. Requests for the winner list must be received within 60 days after the conclusion of the Sweepstakes Period. Send your request to Winners List – Clean Loop Center Tailgating Package Sweepstakes c/o Clean Loop Center, 88 Botsford Place, Buffalo, NY, 14216.