

# OFFICIAL RULES: The American Legion, Department of Wisconsin Sweepstakes

- 1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE.** Making a donation to The American Legion, Department of Wisconsin will not improve your chances of winning. Sweepstakes is void in New York and Florida or where otherwise restricted or prohibited by law. To enter The American Legion, Department of Wisconsin Sweepstakes (the "Sweepstakes"), you: (i) must be a citizen of the United States or a lawful permanent resident of the United States; (ii) must be 18 years of age or older at the time of entering the Sweepstakes; and (iii) must not be considered a minor in your state of residence. Employees, officers and directors of The American Legion, Department of Wisconsin (the "Sponsor"), its respective parent, subsidiaries, licensees, agencies and affiliates ("Sweepstakes Entities") and members of the immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household (whether related or not) of such individuals are not eligible.
- 2. TO ENTER SWEEPSTAKES:** Sweepstakes begins on May 1, 2019. To enter, complete the official Sweepstakes entry forms and mail, no later than July 17, 2019, all completed entry forms to: The American Legion, Department of Wisconsin, P.O. Box 1000, Portage, WI 53901-1000. To request an entry form, please send a self-addressed stamped envelope to The American Legion, Department of Wisconsin, P.O. Box 1000, Portage, WI 53901-1000. (One entry form per envelope will be sent in the envelope provided.) All entries must be post-marked on or before July 17, 2019.
- 3. PRIZES: One Grand Prize:** Your choice of \$20,000 cash or a new vehicle from Stumpf Ford (retail value of \$17,295). If the Grand Prize Winner selects the automobile, he or she must be a licensed driver and will be required to provide proof of insurance at the time of winner verification and take delivery of the vehicle at the dealer location. Winner is responsible for taxes, title, license, registration, dealer preparation fees and costs, automobile insurance and all other fees and costs associated with the Grand Prize. At time of award of the Grand Prize the winner will assume full ownership and responsibility for the Grand Prize and may be required to sign various documents involving the Grand Prize. The Grand Prize Winner will have the opportunity to select in lieu of cash a vehicle from the Stumpf Ford. The actual delivery date of the Grand Prize will be subject to availability from Stumpf Ford. Sponsor and Stumpf Ford reserve the right, in their sole discretion, to determine features of the vehicle including, but not limited to, the exterior and interior of the vehicle. All other additional features or upgrades will be allowed only if permitted by Stumpf Ford and paid for solely by the Grand Prize winner.  
**One (1) Second Prize:** \$10,000.00 cash  
**One (1) Third Prize:** \$5,000.00 cash  
**One (1) Fourth Prize:** \$2,500.00 cash  
**One (1) Fifth Prize:** \$1,000.00  
All other prizes are non-transferable and subject to Federal Income Tax withholding requirements.
- 4. DRAWINGS:** All prize winners will be selected from all eligible entry forms received and/or credited in a random drawing held on or about Saturday July 20, 2019 at 8:30 pm at the 2019 Department of Wisconsin Convention being held at Madison Marriott West 1313 John Q. Hammons Dr., Middleton, WI 53562. The selected winners will be notified by Sponsor via telephone, mail or the email address supplied during entry at Sponsor's sole discretion. The odds of winning depend on the number of eligible entries received. The Sponsor's decisions are based on its sole discretion and interpretation of these official rules, and are final and binding in all respects. If a potential winner does not respond to the prize notification within ten (10) business days from the first notification attempt, then such entrant will be disqualified and an alternate winner will be selected.
- 5. GENERAL:** By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects and in all matters relating to this promotion. By participating, entrants and winners grant to Sponsor, and Sponsor's advertising and promotion agencies, the right to use entrant's and winner's name, photograph, likeness, statement, image and/or recorded audio and video footage, for trade, advertising, publicity and promotional purposes in perpetuity without compensation (unless prohibited by law) by Sponsor and those acting pursuant to Sponsor's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so. Winners will be required to complete an affidavit of eligibility, liability release (where legal) and publicity release, along with an IRS Form W9, which must be returned within the time specified by Sponsor. If documents are not returned in a timely manner, are returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, winner will be disqualified. All taxes on prizes and expenses relating to acceptance and use of prizes and not specified are the sole responsibility of winners. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date.
- 6. NO LIABILITY.** In no event will Sponsor, its advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and their respective employees, officers and directors be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Sponsor, its advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and their respective employees, officers and directors are not responsible and shall not be liable for: (a) any human error which may occur in the processing of entries; (b) lost, late, or misdirected entries; or (c) any condition caused by events that may cause the promotion to be disrupted or corrupted.
- 7. CHOICE OF LAW AND VENUE:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any prize awarded, or the determination of the winner, shall be resolved individually, without resorting to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion but in no event attorneys' fees; and (c) 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Sponsor in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard for conflicts of law doctrine, and all proceedings shall take place in Dane County in the State of Wisconsin.
- 8. WINNERS LIST:** To receive a list of the winners, mail a self-addressed stamped envelope by July 17, 2019 to: The American Legion, Department of Wisconsin, PO Box 1000, Portage, WI 53901-1000.