National Park Foundation Explore More Sweepstakes Official Rules

This promotion is a sweepstakes. This sweepstakes is not a raffle or a lottery. This sweepstakes is in no way a solicitation to buy goods or services.

NO PURCHASE OR CONTRIBUTION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

A PURCHASE OR CONTRIBUTION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THE EXPLORE MORE SWEEPSTAKES ("SWEEPSTAKES") BEGINS AT 12:01 AM EASTERN TIME ("ET") ON 8/1/23 and ENDS AT 11:59 PM ET ON 10/16/23 ("SWEEPSTAKES ENTRY PERIOD").

ELIGIBILITY: Open only to legal residents of the contiguous United States and Washington D.C., age 21 years or older who are licensed drivers at time of entry. Void in MN, MT, WA and where prohibited by law. Subject to all applicable federal and state and local laws and regulations. Governed by U.S. law. Employees and their immediate families (parents, children, spouse, siblings) and those living in the same household (whether related or not) of: the National Park Foundation, ("NPF") ("the Sponsor"), Subaru, their respective advertising and promotion agencies (including but not limited to the independent judging organization, RR Donnelley, Chong & Koster), Sponsor's affiliates, subsidiaries and additional prize donors (if applicable) are not eligible to enter.

HOW TO ENTER: There are three (3) methods of entry. **Method #1:** To enter online and make a contribution ("online entry"), visit <u>www.nationalparks.org/sweepstakes</u> (or other URL provided) or click on the link in the online sweepstakes announcement and follow all online entry instructions to enter including indicating how many sweepstakes entries you wish to submit. All online/onsite entry notices posted at website apply, including but not limited to the Sponsor's Privacy Policy, available at <u>www.nationalparks.org/</u> Online entries must be received between 12:01 AM Eastern Time ("ET") on 8/1/23 and 11:59 PM ET on 10/16/23. **Method #2:** To enter by mail without a donation (or as an alternative to online entry), send a postcard (only) with your name, address, phone number (optional), email address (optional) and the words "National Park Foundation Explore More Sweepstakes" to: Donor Services, National Park Foundation, 1500 K Street, NW, Suite 700, Washington, DC 20005. Each postcard entry will count as 20 entries. See entry limit information below. **Method #3:** To enter via U.S. Mail from a personalized offer you received, complete and return the Official Entry Form per instructions provided. Entries must be postmarked between 8/1/23 and 10/16/23 and received by 10/23/23.

REGARDLESS OF ENTRY METHOD THERE IS A LIMIT OF 100 (ONE HUNDRED) SWEEPSTAKES ENTRIES PER PERSON FOR THE ENTIRE SWEEPSTAKES ENTRY

PERIOD. Any attempt to exceed this limit may automatically disqualify all entries from that entrant. Entry materials/data that have been tampered, altered, photocopied or mechanically reproduced or from unauthorized channels are not eligible and will be void. Entry into the Sweepstakes constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes. Neither the Sponsor nor its designated agent assumes responsibility for third parties' failure to act in accordance with Sponsor's instructions pertaining to the implementation of the Sweepstakes. Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, illegible, misdirected

or postage due mail/entries. All entries become Sponsor's property and will not be returned or acknowledged.

CONSUMER DISCLOSURES: No purchase or contribution of any kind necessary to enter or win. You have not yet won. Begins 8/1/23; ends 10/16/23 ("Entry Period"). **One (1) Grand Prize:** 2023 Subaru Solterra Touring: Verifiable Retail Value ("VRV"): \$51,995 plus \$5,000 (awarded as a check) for a National Park trip anywhere in the United States. Grand Prize VRV: \$56,995. **One (1) Runner-Up Prize:** \$5,000 (awarded as a check) for a National Park trip anywhere in the United States. VRV: \$5,000. 48 **Additional Prize Winners:** NPF tote bag plus NPF water bottle. VRV: \$44 per prize. Total VRV of all prizes: \$64,107. At the Sponsor's sole discretion, a prize of approximately the same VRV or a cash alternative may be awarded in lieu of any prize. Odds of winning depend on the total number of eligible entries received, estimated at 1:3,503,000 for a Grand Prize or Runner-Up Prize and 1:7,006 for an Additional Prize. **SPONSOR:** National Park Foundation, 1500 K Street NW, Washington, DC 20005.

Grand Prize Winner: Winner must have a valid U.S. driver's license. Winner must provide proof of vehicle insurance in order to accept ownership of the prize. Winner will be responsible for all federal, state & local income & sales taxes, insurance, licensing, registration & title fees, any options not included & expenses associated with claiming or picking up the prize. Vehicle may be picked up approximately 60 days after winner verification at a dealership in close proximity to winner's primary residence. If the prize is not picked up at dealership within 30 days of vehicle arrival, winner bears risk of loss or damage. After those 30 days, the prize is considered forfeited and an alternate winner will be selected at random.

For any travel prize: Travel and lodging arrangements are subject to availability and must be made by the winner. Prize is considered awarded upon receipt of check by winner. Sponsor will have no further obligation to the winner or guest(s), nor does Sponsor assume any liability for winner and guest(s) in regards to travel prize.

For all winners: Each winner acknowledges the Released Parties (as defined herein) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of prize, except that prize will be subject to the manufacturer's stated warranty, if any.

WINNER SELECTION AND WINNER RESPONSIBILITIES: The random drawing will be conducted on or about 11/3/23 from all eligible entries received. Drawing will be conducted by an independent judging organization whose decisions are final and binding in all respects. Potential winners will be notified via email, telephone and/or overnight mail or First Class mail promptly thereafter. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Three attempts (if made by email or phone) will be made to contact each potential winner within a ten-day period. If a potential winner fails to respond within ten days, or if email attempts are returned as undeliverable, that potential winner will be disqualified and an alternate will be selected in a separate random drawing. In order to receive a prize, a potential winner may be required to complete an Affidavit of Eligibility and Release of Liability which must be signed and returned along with other documents required within ten days of date printed on notification or the corresponding potential winner will be disqualified and an alternate winner will be determined in a separate random drawing. Prizes awarded promptly after winner verification, except in cases of delay of availability. Sponsor is not responsible for such delays. At Sponsor's discretion, winners will be required to furnish his/her Social Security number to Sponsor or Sponsor's agent for tax reporting purposes and, if applicable, an IRS form 1099 will be filed in his/her name for the verified retail value of the prize won.

GENERAL: By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, home state, likeness, statements and prize won for purposes of advertising, promotion and publicity without additional compensation. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize or for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award the prizes as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism, or any federal, state, or local government law, order, or regulation, order of any court or regulator. Sponsor reserves the right to take action to: (i) permanently disgualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), or (iii) suspend entries if the Sweepstakes becomes unfairly impaired in any way and to select winners from among all eligible entries received prior to such action. This Sweepstakes shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO FEES. INDIRECT. ATTORNEY'S SPECIAL. PUNITIVE. INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, ТΟ DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

RELEASE: Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless Sponsor, any entity involved in the fulfillment of the prizes or the administration of the Sweepstakes, and their respective employees, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any prize or portion of prize, including property damage, personal injury or death.

WINNERS' LIST: For the names of the winners (available after 12/15/23), send a selfaddressed, stamped envelope by that date to NPF Explore More Sweepstakes Winners, c/o Ventura Assoc., 494 Eighth Ave., Suite 1700, NY, NY 10001 Attn: WG.

PRIVACY: To learn more about the ways Sponsor may use and share your information and about your privacy choices, read the NPF Privacy Statement at nationalparks.org/privacy-policy.

<u>OPT OUT</u>: To opt out of receiving our future sweepstakes write to: Sweepstakes Opt-out, c/o National Park Foundation, 1500 K Street NW, Suite 700, Washington, DC 20005 or you may email your request to: donorservices@nationalparks.org.

NOTICE TO ONLINE AND TEXT ENTRANTS:

In the event of a dispute as to any registration, the authorized account holder of the email address (at time of entry) will be deemed to be the registrant. The "authorized account holder" is defined as the natural person who is assigned the email address by his/her Internet access provider, online service provider or other organization responsible for assigning email addresses as shown on his/her carrier's records for the domain associated with the submitted address. Winner may be required to show proof of being the authorized account holder. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disgualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disgualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.