

## **DAVID C COOK BOOK CLUB SWEEPSTAKES - OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. LIMIT ONE ENTRY, PER PERSON, PER VALID ENTRY METHOD. ALL ENTRIES MUST BE SUBMITTED IN ACCORDANCE WITH THE OFFICIAL RULES BELOW.**

**1. Eligibility:** The DAVID C COOK BOOK CLUB SWEEPSTAKES (the “Sweepstakes”) are only open to legal residents of the fifty United States (excluding Rhode Island, Puerto Rico and U.S. territories) and the District of Columbia who are at least 18 years of age as of the beginning of the entry period. The Sweepstakes are void where prohibited by law. Employees of Sponsor (defined below) or its affiliates, subsidiaries, advertising and promotion agencies, or suppliers and their immediate family members (spouses, parents, siblings, children, and each of their respective spouses), and/or persons living in the same household of each (whether or not related) are not eligible to participate in the Sweepstakes. The Sweepstakes are subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating in the Sweepstakes you agree to be fully unconditionally bound by these David C Cook Book Club Sweepstakes Official Rules (“Rules”), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the Rules and the Sweepstakes. The Sweepstakes are subject to all applicable federal, state and local laws.

**3. Sweepstakes Entry Period:** Beginning August 1, 2024 and through August 31, 2025, Sponsor will give away the prizes referenced in Paragraph 5 on the 15<sup>th</sup> of the month, every two (2) months (August, October, December, February, April and June – each, a “Giveaway Month”). Entries will be accepted starting on the first day of the Sweepstakes beginning at 12:01 a.m. MST, and ending at 11:59 p.m. MST on the 7<sup>th</sup> day of the final Giveaway Month (“Entry Period”). Every entry received during the Entry Period and up to and by 11:59 p.m. MST on the 7<sup>th</sup> day of the final Giveaway Month will be eligible for that month’s giveaway.

**4. How to Enter:** The Sweepstakes may only be entered by one of two methods: (1) Enter by signing up for Sponsor’s email list located at <https://davidccook.org/books/>; or (2) enter by sending

your name and email address during the Entry Period to David C Cook Book Club Sweepstakes, c/o David C Cook, 4050 Lee Vance Drive, Colorado Springs, CO 80918. Any other attempted form of entry is void and prohibited. The entry must fulfill all Sweepstakes 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 Sponsor. Entries are limited to one entry, per person, per valid entry method. An entry is valid for the duration of the Sweepstakes, regardless of the Giveaway Month in which it is received, provided an entry may not be a prize-winner more than once. 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 Sponsor. Lost, late, incomplete, stolen, misdirected, corrupted or illegible entries are void and will not be considered. Any disputes regarding ownership of any entry will be resolved by the Sponsor in its sole discretion.

**5. Prizes:** During every Giveaway Month at the end of the Entry Period, two (2) winners will receive five (5) physical books published by David C Cook. The total estimated retail value of each prize is \$70.00. The prize will only be awarded to a winner after the winner has executed a declaration of compliance and release. If a winner does not sign Sponsor's release, the prize will not be awarded. The Sponsor shall not assume any liability for lost, damaged or misdirected prizes. **Any and all prize-related expenses, including without limitation 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 is permitted. The total value of all prizes to be awarded during the sweepstakes is \$840.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner selection and notification:** Winners of the Sweepstakes will be selected by random drawing, in a format determined and supervised by Sponsor, from among all eligible entries received before or during that Giveaway Month's Entry Period. Winners will be notified via the email address provided by the entrant in the online form or mail-in entry. Sponsor 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, or for winners' failure to receive notice for any other reason. If the selected winner

cannot be contacted, is ineligible, or otherwise fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required by Sponsor, the prize may be forfeited and an alternate winner selected. If a dispute arises as to the identity of a Sweepstakes winner, the winning entry will be deemed to be the authorized account holder of the phone number or email address submitted at the time of entry.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by you:** By entering the Sweepstakes and/or accepting a prize you understand and agree that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, your name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**9. Terms:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes 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 Sweepstakes. In such case, Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor 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 Sweepstakes or website or violates these Rules.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes 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 Sweepstakes 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 Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

**10. Limitation of Liability:** By entering you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, damages, 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 Sweepstakes 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. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES; LOSS OF DATA; INCOME; OR PROFIT; LOSS OR DAMAGE TO PROPERTY; CLAIMS OF THIRD-PARTIES, AND ANY OTHER DAMAGES, AND THE RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**11. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES THEREIN. As a condition of participating in this Sweepstakes, 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 Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in El Paso County, Colorado 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 Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**12. Privacy Policy:** All entries become the sole property of Sponsor and receipt of entries will not be acknowledged or returned. If consent is given, Sponsor reserves the right to retain names and contact information acquired from entries for use in marketing and promotional materials in conformance with Sponsor's privacy policy as found on <https://davidccook.org/privacy-policy/>, which contains details as to how you may unsubscribe from receiving Sponsor's email updates. By participating in the Sweepstakes and providing applicable consent, you agree to Sponsor's collection, retention, and usage of your personal information and acknowledge that you have read and accept Sponsor's privacy policy. You will have the option of unsubscribing from email communications with Sponsor. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**13. Severability:** If any provision of these Rules is held invalid, illegal, or unenforceable, all remaining provisions hereof will remain in full force and effect.

**14. Social Media Disclaimer:** Sponsor may promote the Sweepstakes via Facebook, Instagram, or other similar social media platforms. By entering the Sweepstakes you acknowledge that the Sweepstakes are in no way sponsored, endorsed, administered by or associated with any social media platform, including without limitation Facebook and Instagram, and you hereby release all such social media platforms from any and all liability related to your participation in the Sweepstakes.

**15. Winners List/Official Rules:** To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: David C Cook Book Club Sweepstakes, c/o David C Cook, 4050 Lee Vance Drive, Colorado Springs, CO 80918. Requests must be received no later than six months (6) from the final entry date.

**16. Sponsor:** The Sponsor of the David C Cook Book Club Sweepstakes is David C Cook ("Sponsor"), 4050 Lee Vance Drive, Colorado Springs, CO 80918.