Garden In A Box December 2019 Giveaway

**Rules and Regulations:**

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the owner of this Facebook page and not to Facebook.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open to residents of Colorado’s Front Range due to necessity of retrieving the garden in person.

2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Resource Central as final and binding as it relates to the content of this Campaign.

3. **Campaign Period:** Entries will be accepted via Resource Central’s sign up form starting on December 2nd, 2019 and ending December 27th, 2019. All entries must be received by December, 27th, 2019 at 11:59 AM MST for a chance to win.

4. **How to Enter:** The Campaign must be entered by:

A. Signing up for Resource Central’s 2020 Garden In A Box “Notify Me When Gardens Go On Sale” List by providing all of the required information (Full Name, Email Address, City, How Your Heard About Garden In A Box).

The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Resource Central.

5. **Prizes**: The four (4) Winner(s) of the Campaign (the “Winner”) will each receive a prize consisting of a gift certificate to receive a free, 60 sq.ft. Garden In A Box of the winner’s choice, valued between $86 and $105, based on availability. Homegrown Harvest (the vegetable garden) is not eligible for this prize. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Resource Central. No cash or other prize substitution shall be permitted except at Resource Central’s discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Resource Central will email the gift certificate but the redeemed garden cannot be shipped. Gardens must be picked up at one of the pickup events in May or June, which are To Be Determined and will be listed on Resource Central’s “How It Works Page” at ResourceCentral.org/gardens/how-it-works/ or picked up at our office headquarters in Boulder, Colorado during office hours in May or June. Acceptance of prize constitutes permission for Resource Central to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

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

7. **Winner Selection and Notification:** Winners will be selected randomly under the supervision of Resource Central, every Friday in December of 2019 including Dec. 6th, Dec. 13th, Dec. 20th, and Dec. 27th at 12:00 PM MST. Winners will be notified via email by 5:00PM MST on each of the drawing days listed above. Resource Central shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information.

If Winners cannot be contacted, is ineligible, or fails to claim the prize by the prize may be forfeited. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Resource Central’s sole discretion) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By entering this contest, You understand and agree that Resource Central, anyone acting on behalf of Resource Central, and Resource Central licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. **Terms & Conditions:** and Resource Central reserve the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, nonauthorized human intervention, fraud, or other cause beyond Resource Central’s control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Resource Central may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Resource Central. Resource Central reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions.

Resource Central has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Resource Central reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless Resource Central and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, 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 Campaign 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 malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [location] having jurisdiction. Further, in any such dispute, under no circumstances shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees, other than participant’s actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. **Sponsor:** The Sponsor of the Campaign is Resource Central.