

# CKF Awards - Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ENTRIES ARE VOID WHERE PROHIBITED.

## 1. Eligibility

The CKF Awards 2024 are open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old as of 1/1/2024. Employees of Chris Klug Foundation and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible. The Awards are subject to federal, state, and local laws and regulations.

## 2. Hosts

The Awards are hosted by Chris Klug Foundation, located at 110 E Hallam Street, Suite 102b, Aspen, Colorado 81611.

## 3. Agreement to Official Rules

Participation in the Awards constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Host, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## 4. Submission Period

The Submission Period begins on February 21st, 2024 at 9am MST and ends on April 1st, 2024, at 11:59 pm MST. Entries that are submitted after the deadline will be disqualified. Submissions will be accepted using the following methods: Online Submission Form.

## 5. How to Enter

Online: This method of entry will be available by visiting our website, [www.chrisklugfoundation.org/ckf-awards](http://www.chrisklugfoundation.org/ckf-awards), and follow the directions provided to fill out the entry information and submit the online form.

Limit one (1) entry per nominator in each category. Entries received from any person, email address, or household in excess of the stated limitation will be void. All entries become the property of the Host and will not be acknowledged or returned.

## 6. Winner Selection

On or about April 30th, 2024, the Chris Klug Foundation will select potential winners. The Chris Klug Foundation will attempt to notify the potential winner via telephone or email on or about April 30th, 2024, as well as announcing it on social media and online. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact them, the Chris Klug

Foundation may select an alternate potential winner in their place from the remaining non-winning, eligible entries.

## **7. Winner Notification**

The potential winners will be notified by email, mail, and/or phone. Each potential Award winner will be required to complete, electronically sign, and submit a Winner's Confirmation Agreement within ten (10) days of the date notice or attempted notice is sent in order to claim their prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Host reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Winner's Confirmation Agreement on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, the Host will award the applicable prize to an alternate winner from among all remaining eligible entries.

## **8. Prizes**

Prize - Trip for winner and one guest to Aspen, Colorado, for CKF's annual Wine and Dine dinner. Airfare and accommodations provided for the event and other costs will be the winner's responsibility.

## **9. General Conditions**

In the event that the operation, security, or administration of the Awards are impaired in any way for any reason, including, but not limited to, fraud, virus, bug, worm, unauthorized human intervention, or other technical problem, or in the event the Awards are unable to run as planned for any other reason, as determined by Host in its sole discretion, the Host may, in its sole discretion, either (a) suspend the Awards to address the impairment and then resume the Awards in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Awards and, in the event of termination, award the prize from among the eligible, non-suspect entries received up to the time of the impairment. The Host reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Awards or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Awards may be a violation of criminal and civil law, and, should such an attempt be made, the Host reserves the right to seek damages (including attorneys fees) and any other remedies for any such person to the fullest extent permitted by law. Failure by the Host to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

By participating in the Awards, entrants agree to release and hold harmless the Host, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Awards, and each of their

respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Awards or receipt or use of the prize (including any travel or activity related here to), including, but not limited to:

- (a) any technical errors associated with the Awards, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties;
- (b) unauthorized human intervention in the Awards;
- (c) mechanical, network, electronic, computer, human, printing or typographical errors;
- (d) application downloads,
- (e) any other errors or problems in connection with the Awards, including, without limitation, errors that may occur in the administration of the Awards, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Awards-related materials; or
- (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Awards or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Awards, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Awards. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Awards or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Colorado. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights, and obligations, or the rights and obligations of the Host in connection with the Awards shall be governed by and construed in accordance with, the laws of Colorado, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Colorado.

## **12. Privacy**

Information collected from entrants is subject to the Host's privacy policy.