

Bike Tour Sweepstakes Rules and Conditions

How to Enter the Bike Tour Giveaway

1. **Eligibility:** You must complete the entry form exactly as instructed, and must provide your top three choices for tour preference, however, should you be the winner of this contest, you will be able to select any 2024 bike tour as your prize.. You are not required to select any of those tours should you win the contest.
2. You must have submitted your contest entry by midnight on November 30, 2023
3. Winner will be drawn at random from all eligible entries.

Terms & Conditions

1. Eligibility: Sweepstakes (the "Sweepstakes") is open to anyone who is at least age 18 at the time of entry. Employees of the Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations, and is void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws

3. Sweepstakes Period: Eligible entries must be or have been submitted on or before midnight, November 30, 2023

4. How to Enter: The Sweepstakes must be entered by submitting an entry using the online form provided. 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 will be disqualified at the sole discretion of the Sponsor. You may enter only once and may not enter more times than allowed 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 will be removed from.

5. Prizes: The Winner will receive one (1) free tour with Great American Bike Tours during the 2024 cycling season, and is predicated on space availability for selected tour. In the event that the first preference for tour is filled, another tour must be selected. Sponsor does not make any promise as to space availability for any tour. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted. The prize is non transferable. 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 or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for use of winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Winner selection and notification: Winner will be selected in a random drawing under the supervision of the Sponsor. Winner will be notified via email to the email address used to enter the Sweepstakes within thirty (30) days following the winner selection. The 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 winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, or fails to claim the prize within 10 business days from the time award notification was sent, or fails to return a completed and executed declaration and releases as required, prize may be forfeited.

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 will result in disqualification as winner of the sweepstakes and all privileges as winner will be immediately terminated.

7. Terms: The 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, the Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The 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 Terms & Conditions.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be in violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

8. Limitation of Liability: By entering you agree to release and hold harmless Great American Bike Tours (the Sponsor) and its 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 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.

9. Disputes: This Sweepstakes is governed by the laws of New Hampshire, without respect to conflict of law doctrines. 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 said State 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.

10. Sponsor: The Sponsor of the Sweepstakes is Great American Bike Tours, LLC having a primary office in the state of New Hampshire, USA.