

## OFFICIAL SWEEPSTAKES RULES

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

**1. Eligibility:** This Campaign is open only to those who sign up at the <https://www.deadwood.com/goldrush> and who are 21 as of the date of entry. The Campaign is only open to legal residents of USA and is void where prohibited by law. Employees of the Deadwood Chamber of Commerce & Visitors Bureau, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**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 the Deadwood Chamber as final and binding as it relates to the content of this Campaign. Contestant is opting in to receive promotional materials from the Deadwood Chamber of Commerce & Visitors Bureau, its affiliates, and partners.

**3. Campaign Period:** Entries will be accepted online starting on November 7<sup>th</sup>, 2024 and ending January 31<sup>st</sup> at 12:00 pm MT. All online entries must be received by January 31<sup>st</sup> at 12:00 pm MT.

**4. How to Enter:** The Campaign must be entered by submitting an entry using the online form provided at <https://www.deadwood.com/goldrush>. 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 the Deadwood Chamber. Optional verbiage to include: You may enter only once. You must provide the information requested. 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 the Deadwood Chamber.

**5. Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive the **Gold Rush Giveaway Package** valued up to \$1,500:

- (2) Night stay for 2 people in a Deadwood hotel (Valid March 16-December 30, 2025, some blackout dates apply)
- (2) Tickets to event of your choice at Deadwood Mountain Grand\* (concert, comedy show, etc)  
\*no cash value / non-transferable / management reserves all rights\*
- (2) Passes into Deadwood museums and attractions (Adams Museum, Days of '76 Museum and Brothel Museum)
- \$550 on a Deadwood Gold Bucks Gift Card valid at over 30 locations (cannot be used for gambling)
- Deadwood swag
- Deadwood coupon book

Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Deadwood Chamber. No cash or other prize substitution shall be permitted except at the Deadwood Chamber’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. Winner is required to complete a W9 when claiming the prize. Acceptance of prize constitutes permission for the Deadwood Chamber 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:** Winner will be selected by a random drawing under the supervision of the Deadwood Chamber. Winner will be drawn by February 16th, 2025. Winner will then be notified by phone and/or email. The Deadwood Chamber 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 Winner cannot be contacted, is ineligible, fails to claim the prize within 2 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. 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 DEADWOOD CHAMBER'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 content (e.g., photo, video, text, etc.), You understand and agree that the Deadwood Chamber, anyone acting

on behalf of the Deadwood Chamber, and Deadwood Chamber's 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:** The Deadwood Chamber reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Deadwood Chamber's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Deadwood Chamber may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Deadwood Chamber. The Deadwood Chamber 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. The Deadwood Chamber 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 user from different IP addresses; 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, the Deadwood Chamber 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 the Deadwood Chamber 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 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 United States of America and South Dakota, 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 South Dakota having jurisdiction. Further, in any such dispute, under no circumstances shall 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. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the the Deadwood Chamber website. To read the Privacy Policy, [click here](#).

**13. Winners List:** 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: Deadwood Chamber of Commerce & Visitors Bureau. 501 Main Street. Deadwood, SD 57732. Requests must be received no later than April 1<sup>st</sup>, 2025 .

**14. Sponsor:** The Sponsor of the Campaign is Deadwood Chamber of Commerce & Visitors Bureau. 501 Main Street. Deadwood, SD 57732.

**15. Facebook/Instagram:** If you use Facebook/Instagram to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by the Deadwood Chamber is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

**16. Include at point of entry:** \_\_\_ By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.