

## Summer Splash Water Challenge Giveaway Official Rules

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

**1. Eligibility:** Sweepstakes (the “Sweepstakes”) is open only to California-American Water Company water customers in the Monterey County District of California who complete and submit a Summer Splash Water Challenge Giveaway entry form (“gameboard”) by mail postmarked by July 31, 2020 to MPWMD Summer Splash, PO Box 85, Monterey, CA 92942 or online at [www.montereywaterinfo.org/waterchallenge](http://www.montereywaterinfo.org/waterchallenge) by July 31, 2020, and who are at least 18 years of age as of the date of entry. The sweepstakes is void where prohibited by law. Employees of the Monterey Peninsula Water Management District or California-American Water Company (the “Sponsors”) 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. Void where prohibited.

**2. Agreement to Rules:** By participating and submitting a gameboard, you agree to be fully and 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 Sponsors as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**3. Sweepstakes Period:** Entries will be accepted online and by mail starting on July 1, 2020 and ending on July 31, 2020. All online entries must be received by July 31, 2020 before 11:59PM PDT. All mailed submissions must be postmarked by July 31, 2020.

**4. How to Enter:** The Sweepstakes must be entered by submitting an entry using a printed or online gameboard provided on this Sweepstakes site, located at [www.montereywaterinfo.org/waterchallenge](http://www.montereywaterinfo.org/waterchallenge). 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 the Sponsors. You may enter only once per household and you must answer all the challenge questions and fill in 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 Sponsors.

**5. Prizes:** One (1) Grand Prize Winner will receive a High Efficiency Clothes Washer (ARV \$750), two (2) Second Place Winners will receive an iPad (ARV \$375), and ten (10) Third Place Winners will receive a \$50 Amazon Gift Card (ARV \$50). 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 except at Sponsor’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 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 the Sponsors to use winner’s name,

likeness, and gameboard 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 of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsors on August 17, 2020. Winners will be notified via email to the email address they used to enter the Sweepstakes with within five (5) days following the winner selection. The Sponsors 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. If a selected winner cannot be contacted, is ineligible, or fails to claim the prize within 72 hours from the time award notification was sent by the Sponsors, the prize may be forfeited in the Sponsors sole discretion and an alternate winner selected.

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

**8. Rights Granted by you:** By entering the Sweepstakes you understand and agree that the Sponsors, anyone acting on behalf of the Sponsors, or their 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, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry, gameboard and winner's 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:** The Sponsors reserve the right, in their 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. The Sponsors reserve the right at their 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.

The Sponsors have the right, in their sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user or household 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 submitting an entry.

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, the Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law.

By entering the Sweepstakes, you agree to receive email newsletters periodically from the Sponsors. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

**10. Limitation of Liability:** By submitting an entry for the Sweepstakes, you agree to release and hold harmless California-American Water Company and the Monterey Peninsula Water Management District and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any and all 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 Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

**11. Disputes:** THE SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in the 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 the Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California 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. Winners List:** To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: The Monterey Peninsula Water Management District, 5 Harris Ct, Building G, Monterey CA 93940. Requests must be received no later than November 1, 2020.

**13. Sponsor:** The Sponsors of the Sweepstakes are: The Monterey Peninsula Water Management District, 5 Harris Ct, Building G, Monterey CA 93940 and California-American Water Company, 511 Forest Lodge Road, Pacific Grove Ca 93950

**14.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of the Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, Youtube, Pinterest, LinkedIn or Google.