

Appalachian Wireless Giveaway Terms & Conditions

1. **No Purchase Necessary.** NO PURCHASE, PAYMENT, OR OTHER CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR WIN.
2. **Terms and Conditions.** By entering an Appalachian Wireless Giveaway (each, a “Sweepstakes”), you will be bound by these Terms & Conditions, and you represent and acknowledge that you satisfy all eligibility requirements. Failure to comply with these Terms and Conditions may result in disqualification.
3. **Eligibility.** The Sweepstakes is open to individual legal residents of Kentucky, Tennessee, Virginia, and West Virginia who are age 18 or older. Employees of Appalachian Wireless and their immediate family members are not eligible to participate. THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW. “Immediate family” includes parents, grandparents, children, grandchildren, spouse, and siblings.
4. **Sponsor.** Appalachian Wireless is the sole sponsor of the Sweepstakes. *Neither Facebook nor any other third party is a sponsor of the Sweepstakes.*
5. **Prize(s) and Winner Selection Method.**

Prize: _____

Approximate Retail Value: _____

Beginning Date for Entry Submissions: _____

Ending Date for Entry Submissions: _____

* If the winner has not picked up the prize within seventy-two (72) hours of notification of winning, Appalachian Wireless reserves the right to select a new winner.

Winner will be selected at random from among all eligible entries received. Odds of winning depend on the number of eligible entries received. If you are a winner, you will or may be notified by Facebook comment, Facebook message (public or private), telephone, email, or any other means selected by Appalachian Wireless in its sole and absolute discretion, and you authorize Appalachian Wireless to notify by any means it may select.

Prize must be picked up at an Appalachian Wireless retail store within seventy-two (72) hours of notification of winning, unless waived by Appalachian Wireless in its sole and absolute discretion. Arrangements for pick-up must be made in advance to ensure that the prize is available at the store where it will be picked up. Winner will be responsible for paying any taxes and any other expenses incurred, including any income taxes, sales or use taxes, value added taxes, goods and services taxes, or other applicable tax, if any. Winner agrees to provide Appalachian Wireless with any forms, documents, or certifications as may

be required for Appalachian Wireless to satisfy any information reporting or withholding tax obligations with respect to any payments related to this Sweepstakes.

Each prize will be awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

6. **Publicity.** By entering the Sweepstakes, you authorize Appalachian Wireless to use your name or likeness for editorial, advertising, and/or publicity purposes without any compensation and without liability for such use.
7. **How to Enter.** You may enter the Sweepstakes via the following entry method: _____

7. **Disclosure in Connection with Publicizing Entry.** If you choose to promote your entry via social media or other channels, you should disclose your connection to the Sweepstakes. For example, it may be sufficient to include a statement such as #AppalachianWirelessGiveaway.
8. **Other Sweepstakes.** By entering a Sweepstakes, you will not be eligible to receive any prizes awarded in any other Sweepstakes unless you enter each Sweepstakes separately. You may not win more than one Sweepstakes in any six (6) month period.
9. **Additional Terms.** Appalachian Wireless reserves the right to modify or cancel a Sweepstakes at any time. Appalachian Wireless is not responsible for: (a) lost, misdirected, late, or incomplete entries or for inaccurate entry information; (b) any operation or transmission error, theft, unauthorized access to, or alteration of, entries; or (c) damage to any computer or device resulting from downloading Sweepstakes materials. Appalachian Wireless may disqualify any individual found to be: (x) tampering with a Sweepstakes; (y) violating these Terms & Conditions; or (z) acting in an unsportsmanlike or disruptive manner or with intent to threaten or harass any person. Incomplete and robotic, automatic, programmed or similar entries will be disqualified. The authorized subscriber of the account used to enter a Sweepstakes at the actual time of entry will be deemed to be the participant and must comply with these Terms & Conditions in the event of a dispute as to entries submitted by multiple users having the same e-mail account.
10. **Release of Liability.** Each Sweepstakes is governed by the laws of the United States. **BY ENTERING A SWEEPSTAKES, YOU AGREE (FOR YOURSELF AND YOUR HEIRS AND ANY/ALL OTHERS CLAIMING BY OR THROUGH YOU) THAT APPALACHIAN WIRELESS AND ANY ENTITY INVOLVED IN ANY ASPECT OF THE SWEEPSTAKES (ALL AFOREMENTIONED PARTIES ARE COLLECTIVELY, THE “RELEASED PARTIES”) WILL HAVE NO LIABILITY, AND IS HEREBY RELEASED AND HELD HARMLESS FROM AND AGAINST LIABILITY, LOSS, INJURY OR DAMAGE TO PROPERTY OR PERSON, INCLUDING DEATH, AND REASONABLE ATTORNEY’S FEES AND COURT COSTS, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE**

OR PARTICIPATION IN THE SWEEPSTAKES, EVEN IF CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. As used in this paragraph, “**Appalachian Wireless**” means East Kentucky Network, LLC d/b/a Appalachian Wireless or any of its members, directors, managers, employees, agents, representatives, or other affiliated or related persons or entities.

11. **Finality of Decision.** You agree that Appalachian Wireless’ decisions related to each Sweepstakes and all distribution of prizes are final. Each winner agrees that, by participating in a Sweepstakes, Appalachian Wireless may use the winner’s name in any manner and in any medium for its promotional purposes without additional compensation, including without limitation posting in a winner’s list and/or social media post, except where prohibited by law, and Appalachian Wireless may be required to disclose the winner’s address to state regulatory authorities.

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(To be signed by winner at time of prize pickup)

The undersigned hereby represents that he/she has read the foregoing Terms and Conditions, understands them, and agrees to be bound by them, including but not limited to the release of liability and the grant of publication rights. The undersigned warrants and represents that he/she meets the eligibility requirements described in the foregoing Terms and Conditions.

Signature: _____

Date: _____

Print Name: _____

Address: _____

Phone number: _____