

## **GIVEAWAY TERMS AND CONDITIONS**

for Agri-Valley Communications, Pigeon Telephone, Thumb Cellular, and Agri-Valley Services (d/b/a AVS Broadband and d/b/a AVS Tech Team)

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A purchase of a product or service from the Sponsor or any of its member state agencies or companies will not improve the chance of winning. Void where prohibited. Subject to all federal, state and local laws. Participation may require Internet access. ALL ENTRIES MUST BE RECEIVED PRIOR TO THE GIVEAWAY DRAWING.

**1. Random Giveaway/Odds**: Winner(s) will be selected on or about the advertised date and time in a random drawing (the "Giveaway") from among all eligible entries received. The Sponsor reserves the right to change the date of the drawing. The odds of winning the Prize depend upon the number of eligible entries received.

**2. Eligibility**: This Giveaway is open to any legal Resident of Michigan 18 years of age or older at time of entry, has a social security number or a U.S. taxpayer identification number, and has an address in Michigan (the "Entrant"). Employees, officers, and directors and their immediate families (parents, children, siblings, and spouse) and members of their household (whether or not related) of Agri-Valley Communications, Pigeon Telephone, Thumb Cellular, or Agri-Valley Services (d/b/a AVS Broadband and d/b/a AVS Tech Team) and other parties involved in any aspect with the creation, production, operation, execution and fulfillment of the Giveaway are not eligible to win.

**3.** How to Enter: Eligible Entrants must "Enter" by following the Giveaway's advertised procedure, whether it be an online entry or in-person entry. The Sponsor is not responsible for lost, late, or corrupted entries, whether due to technical or computer malfunctions or otherwise. Each entrant may submit one entry per Giveaway.

ALL ENTRIES MUST BE RECEIVED BY THE END OF THE CONTEST PERIOD.

**4. Prize**: The winner will receive the advertised Giveaway prize (the "Prize"). A winner is not a winner of the Prize unless and until the winner's eligibility has been verified and the winner has been notified that verification is complete. The Prize is non-transferrable. The Sponsor is not responsible to deliver the Prize to the winner.

**5.** Notification: A winner will be notified by email, telephone or another reasonable method of communication. The Prize may be awarded to an alternate winner (selected in a random drawing from among all remaining eligible Entrants) if: (i) the Prize notification is returned as undeliverable or (ii) the Sponsor's good faith attempts to contact the Entrant are unsuccessful. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

**6. Miscellaneous and Conditions of Participation**: This Giveaway is void where prohibited or restricted by law, and is subject to all applicable federal, state, and local laws and regulations. Taxes and fees, if any, are the sole responsibility of the Entrant. By entering the Giveaway, Entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding on all matters relating to this Giveaway, and each Entrant warrants that (s)he is eligible to participate in this Giveaway. The Sponsor reserves the right to disqualify any Entrant if these Giveaway rules are not followed, and to change, alter, or amend these Giveaway rules or to alter, modify, suspend, or terminate the Giveaway, as necessary, in its sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law.

**7. Release**: By participating, Entrants agree to release and hold harmless the Agri-Valley Communications, Pigeon Telephone, Thumb Cellular, and Agri-Valley Services (d/b/a AVS Broadband and d/b/a AVS Tech Team), and their respective directors, officers, agents, affiliates and employees (collectively, "Released Parties") from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by participation in the Giveaway, including, but not limited to, the unauthorized or illegal access to personally identifiable or sensitive information. All entries become the property of the Sponsor and will not be acknowledged nor returned under any circumstances. Upon request of the Sponsor, entrant will provide a copy of any written consent and

release. Neither Released Parties nor any service providers are responsible for late, lost, or misdirected or postage-due mail or for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer, or for any other error related to or resulting from participation in this Giveaway, whether computer, technical, typographical, printing, human or otherwise, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Giveaway, the processing or judging of entries, the announcement of the Prizes or in any Giveaway-related materials. Winners will grant to the Sponsor and its designees the right, except where prohibited by law, to use the names, likenesses, pictures, voices, information provided on the Official Entry Form, and written and oral statements, for advertising, promotional and online voting purposes in promoting the Sponsor, its products, Web sites, and/or this Giveaway or succeeding Giveaway, in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Entries not complying with all rules are subject to disqualification.

**8. Publicity**: Except where prohibited by law, by entering the Giveaway and by winning, the Entrant grants to the Sponsor, the right to publicize the Entrant's/winner's name, photograph, image, likeness, voice, statements, and biographical information in all manner and media, worldwide, in perpetuity, for advertising, trade, and promotion purposes without compensation and without opportunity for review.

**9. Limitations of Liability**: The Sponsor, its employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of this Giveaway shall have no responsibility or liability for (i) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in telephone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Giveaway; (iv) technical or human error which may occur in the administration of the Giveaway; or (v) failed, incomplete, garbled, jumbled, corrupted or delayed computer transmissions which may limit an individual's ability to enter the Giveaway, including any injury or damage to an Entrant's or any other person's computer relating to or resulting from entering the Giveaway or downloading any materials related to the Giveaway.

**10. Entrant's and Winner's Personal Information**: Information collected from Entrants will be maintained by the Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules and regulations.

**11. Copy of Rules/Name of Winner**: For a copy of these rules and/or the winner's name, send your request and a self-addressed, stamped envelope to the address listed below.

**12. Sponsors**: Agri-Valley Communications, Pigeon Telephone, Thumb Cellular, and/or Agri-Valley Services (d/b/a AVS Broadband and d/b/a AVS Tech Team):

P.O. Box 650 Pigeon, MI 48755 mediagroup@avci.net

Effective: 3-15-19, Revised 06-01-24