

Molton Brown / Garden of the Gods Resort Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Sweepstakes may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the sweepstakes if you are not located within the 50 United States and the District of Columbia.

1. **Eligibility.** Participation open only to legal residents of the fifty United States and the District of Columbia, who are 18 or older as of date of entry. Void outside of the 50 United States/District of Columbia and where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor or Prize Donor and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers, and directors are not eligible to enter. Sweepstakes may only be entered in or from the 50 United States/District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.
2. **Timing.** The Sweepstakes begins at 7:00 a.m. Eastern Standard Time (“EST”) on February 10, 2022 and ends at 11:59 PM EST on March 3, 2022 (“Sweepstakes Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes.
3. **How to Enter.** During the Sweepstakes Period, eligible entrants must enter online by completing the entry form found at <https://www.moltonbrown.com/store/journal/travel/garden-of-the-gods-resort-club-competition>. You will automatically receive one (1) entry into the Sweepstakes drawing (“Entry”).

Limit one (1) Entry in Sweepstakes per person, regardless of the method of entry. No automated entry devices and/or programs permitted. All entries become the sole exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Delivery of prizes required a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, postage-due, technically corrupter or garbled entries or mail, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules, which will be final and binding in all matters relating to the Sweepstakes.

4. **Random Drawing/Odds.** Administrator will select the potential Grand Prize winner from all eligible entries received during the Sweepstakes Period on or around March 28, 2022. The potential Grand Prize winner will be notified by email at the address provided on the on-line entry form. Except where prohibited, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance and Liability Release, which must be received by Sponsor, within ten (10) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 4-6 weeks after the conclusion of the Sweepstakes. Sponsor is not responsible if the Prize cannot be delivered due to an incorrect mailing address or for lost or misdirected shipments.

Odds of winning depend on the number of eligible entries received for the drawing. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

5. **Grand Prize:** One (1) Grand Prize will be awarded, which consists of (i) the Molton Brow Orange & Bergamot collection Including Bath & Shower Gel, Body Lotion, Hand Wash, Hand Lotion, Hand Cream, and Eau de Parfum (Approximate Retail Value (ARV) of all products is USD \$315.00); (ii) a cash allowance of USD \$1,500 to cover travel expenses and incidentals (paid by check); and (iii) one (1) two night stay in a Luxury 1 Bedroom Cottage or Casita Suite or Lodge Jr. Suite (based on availability) at the Garden of the Gods Resort in Colorado Springs, Colorado for the Grand Prize winner and one (1) guest, double occupancy, including, complementary valet and parking, \$300 resort and/or spa credit to be used in any of the resort's food & beverage outlets or the STRATA spa, and standard daily resort fees provided by Garden of the Gods Resort ("Prize Donor") (valued at USD \$3,200)("Resort Prize"). Resort stay good through March 31, 2023, excluding blackout dates (see below) and subject to availability at time of confirmation. ARV of Grand Prize is USD \$: **\$5,315.**

The Grand Prize winner is responsible for booking all travel, including accommodations with resort and transportation to/from Garden of the Gods Resort, located at 3320 Mesa Road, Colorado Springs, CO 80904. The Garden of the Gods Resort portion of the Prize ("Resort Prize") consists of accommodations for the Winner and one (1) guest, traveling together on the same itinerary and in the same room. The Resort Prize is provided subject to the applicable terms and conditions found at <https://www.gardenofthegodsresort.com/> Actual dates of the Resort Prize are subject to availability and certain blackout periods including Apr 7-10, 2022; May 27-30, 2022; June 15- Sept 30, 2022; Christmas/New Years, Dec 25- Dec 31, 2022- Jan 1,2023; Martin Luther King holiday, Jan 13-16, 2023; Valentines holiday Feb 11 -14, 2023; Presidents weekend holiday, Feb 17-21, 2023. The Resort Prize consists only of those items expressly specified in these Official Rules as being part of the Resort Prize. All expenses and costs associated with the acceptance or use of the Resort Prize that are not expressly specified in these Official Rules as being part of the Resort Prize (including without limitation airfare, ground or other transportation to or from port of departure, ground transfers, hotel accommodations, travel insurance, laundry service, spa treatments, premium alcoholic beverages, local and long distance telephone calls, merchandise and souvenirs, incidental expenses, and all other costs and expenses not otherwise specified herein are the responsibility of the Winner. Sponsor will not replace any lost, mutilated or stolen tickets, travel vouchers or certificates. Neither Sponsor nor Prize Donor is responsible if Resort Prize is delayed, postponed or cancelled for any reason, in which event that portion of Resort Prize is forfeited in its entirety and no substitution will be provided except as in the sole discretion of Sponsor and Prize Donor. No substitution of the Resort Prize or any component thereof is permitted, except in the sole discretion of Sponsor and Prize Donor, each of which reserves the right to substitute a prize or prize component of equal or greater value. The Resort Prize is non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Resort stay. Any traveler under the age of 21 years as of the date of Resort Prize departure (whether the Winner or such Winner's guest) must be accompanied by a parent, guardian or chaperone 21 years or older in the same room. All travelers are responsible for providing proper citizenship documentation to travel, which may include passports, valid alien registration card and/or necessary visas.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Prize Winner will not receive difference between actual and approximate retail value set forth in these Official Rules. All taxes and unspecified expenses are the responsibility of winners.

6. **Conditions.** All federal, state and local taxes are the sole responsibility of the winners. Participation in Sweepstakes and acceptance of prize constitutes winner's permission for Sponsor and Prize Donor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each winner regarding the Sweepstakes, Sponsor or Prize Donor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winner agree to release and hold harmless Sponsor, Prize Donor, each of their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor and Prize Donor are not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.
7. **Additional Terms.** In case of dispute as to the identity of any entrant, Entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational, institutional, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any Potential Winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor and Prize Donor, their affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) 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, Sponsor may select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: 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.

- 8. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE RELEASED ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
- 9. Use of Data.** Any entry information collected from the Sweepstakes form shall be used only in a manner consistent with these Official Rules and with the applicable privacy policies located at <http://www.moltonbrown.com/store/privacy-policy> and <https://www.gardenofthegodsresort.com/privacy/>. By participating in the Sweepstakes, entrants hereby agree to the collection and usage of their personal information by Sponsor and Prize Donor in accordance with the aforementioned privacy policies.
- 10. List of Winners.** To obtain the name of the winner, send a self-addressed, stamped envelope by **April 30, 2022** to: Molton Brown/Garden of the Gods Resort Sweepstakes c/o Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119.
- 11. Sponsor.** Molton Brown USA LLC, One Penn Plaza, Suite 4118, New York, NY 10119.

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