

## **Maya Traditions Foundation A Gift For A Gift Sweepstakes Rules**

DONATION TO MAYA TRADITIONS FOUNDATION IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Maya Traditions End of Year Giving Campaign (the "Sweepstakes") is open to legal residents of the world who are at least eighteen (18) years old at the time of entry. The Sweepstakes is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Sweepstakes is sponsored by Maya Traditions Foundation, located at 4600 East-West Highway, Suite 700, Bethesda, Maryland 20814.

### **3. Agreement to Official Rules**

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Sweepstakes Period**

The Sweepstakes begins on November 27, 2018 and ends on December 31st, 2018 at 12:00 AM (the "Sweepstakes Period"). Donations that are submitted before or after the Sweepstakes Period will not receive a gift. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods:

### **5. How to Enter**

Online: This method of entry will be available by visiting our website (<https://www.mayatraditions.org/you-make-the-difference/>) and following the directions provided to fill out the entry information, donating the allocated amounts and submit. All entries become the property of Sponsor and will not be acknowledged or returned.

### **6. Prize Drawing**

When the donation is received, the Sponsor will confirm the donors shipping information by email until each item is out of stock. The Sponsor will attempt to notify the potential winner via email on or about the week of donation. If the donor cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the gift will not be sent.

## 7. Winner Notification

The potential winners will be notified by email. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

## 8. Prizes

Luggage Tag (50), Weekender Tote (5), Community Tour (2)

1. Item colors and pattern are shipped out at random
2. Maya Traditions tour includes: transportation to a community in Lake Atitlán, a personal tour of the town, demonstration of the natural dyeing and weaving process, a homemade lunch with the artisans
3. Maya Traditions tour does NOT include: transportation to Guatemala or Lake Atitlan, lodging, meals (other than lunch on the day of tour), local textile or vender purchases
4. All tours are transferable
5. Each customized tour is valid for 2 people
6. There is no limit on the amount of times you may enter the giveaway
7. Free shipping is only available in the U.S. and Guatemala
8. Products will ship within 8-10 weeks
9. Within 2-3 days of your donation you will receive a confirmation email with further shipping instructions
10. After each donation is received, donors will automatically be sent a Maya Traditions Foundation 501c3 tax letter for their records via email
11. There are limited amounts of each item in inventory. Those who donate during the allotted dates of the sweepstakes will not receive "a gift" once inventory is gone. In this case, donors will be notified within 2-3 days.

## 9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind during shipment, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Maryland. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Maryland, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Maryland.

## 12. Privacy

Information collected from donation entries will be securely saved in Maya Traditions Foundation's internal databases. Personal email submitted during the donation process is subject to receiving further emails from Maya Traditions Foundation and its partners. Maya Traditions Foundation will not sell donor's personal information to third party organizations.