

## Sweepstakes Official Rules

March 18, 2024 | [Terms of Use](#)

### ABOUT OUR OFFICIAL SWEEPSTAKES RULES

Eventgroove Fundraising is a fundraising platform that charities and other nonprofit organizations use to promote charitable giving through innovative and exciting online fundraising campaigns. These campaigns include charity sweepstakes.

The official rules on this page apply to all sweepstakes on Eventgroove Fundraising except those for which the sponsor has provided their own complete set of official rules. Note that each sweepstakes sponsor also provides rules that are specific to their sweepstakes. Each sweepstakes page lists the rules that are specific to that sweepstakes. The rules that the sponsor has posted on their campaign page supersede any similar rules that are provided on this page. Sponsors may offer certain guaranteed perks and incentives for donations or purchases. Perks and incentives are not part of any sweepstakes prize(s) and they are always based on donations or payments.

### THE OFFICIAL RULES

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, DONATION OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

By participating in a Sweepstakes on Eventgroove Fundraising, you agree to these Official Rules and all decisions by the Sponsor of the Sweepstakes (“Sponsor”), which are final and binding in all matters.

### SWEEPSTAKES ELIGIBILITY:

The Sweepstakes is open only to the following individuals (each, an “Eligible Participant”): (i) a person who is a legal resident of, and physically located within, the United States or the District of Columbia, excluding residents of Alaska, Hawaii and New York, who is at least 18 (except 19 in Alabama and Nebraska and 21 in Mississippi) years of age as of the date of entry or of legal age of majority or older in their state of residence, (ii) is not on the US Bureau of Industry and Security’s Denied Persons or Entity Lists, is not on the US Treasury Department’s list of Specially Designated Nationals, and is not on the US Department of Commerce’s Table of Denial Orders, and (iii) complies with the entry requirements in these Official Rules. Without limitation, an entrant may be disqualified, at Sponsor’s sole discretion, if (i) entrant has a pending arrest or conviction for a felony or misdemeanor involving a crime of moral turpitude, (ii) entrant is subject to a restraining order; (iii) entrant fails to meet the entry requirements in these Official Rules; or (iv) entrant violates or fails to comply with these Rules or the Eventgroove Fundraising Terms of Use located [here](#).

Any participation by any ineligible person(s) will be void.

The Sweepstakes is void where prohibited or restricted by law. All the directors, officers, employees and agents of Sponsor, Rush Enterprises, Inc., and Eventgroove and each of their respective subsidiaries, affiliates, sales representatives, distributors, licensees, agents, website administrators, advertising and contest agencies, and any immediate family members (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside and those living in the same household (whether related or not) of any of the foregoing, are not eligible to participate in the Sweepstakes.

**All applicable federal, state and local laws, rules and regulations apply. Void where prohibited by law.**

**SWEEPSTAKES PROMOTION PERIOD:**

The start date, end date, and drawing date are listed on each Sweepstakes Campaign Page (“Campaign Page”). The time keeping device of the Sponsor is the official clock of the Sweepstakes.

**HOW TO ENTER A SWEEPSTAKES:**

Eventgroove Fundraising offers several different ways to enter a Sweepstakes. See below for all methods of entry.

**To Enter the Sweepstakes by Making a Donation:** To be automatically entered into the Sweepstakes, visit the URL of the Campaign Page you wish to participate in and follow the on-screen instructions to make a donation online with your credit card. Donation entries will receive the applicable number of entries listed on the Campaign Page for the specified donation level. If you don’t know the URL of the Campaign you wish to participate in, feel free to email Eventgroove Fundraising for assistance at:

[support@eventgroovefundraising.com](mailto:support@eventgroovefundraising.com)

All Sweepstakes entry donations must be made online through the Campaign Page via credit card and must be processed completely before the end date of the Sweepstakes. Sweepstakes entry donations not completed by the end date will not count as entries. No Sweepstakes entry donations by phone will be accepted. Illegible, incomplete, forged, mechanically reproduced or altered entries will be not accepted. All entries become the property of Sponsor and will not be returned. All Sweepstakes entry donations will be donated to the Wounded Warrior Project. Each \$50 Sweepstakes entry donation is worth one entry in the Sweepstakes.

**To Enter for Free:** To enter without making a donation, visit the Campaign Page and scroll to the bottom to view the “Alternate Method of Entry” link. Click on the link to generate your free entry form and mail it per the instructions provided. Limit of one mail-in entry per person/household for each Sweepstakes. Each free entry submitted will receive entries equal to the average number of entries received by those who made donations for their Sweepstakes entries. If the average number of entries by donations is not a whole number, your average number of entries received will be rounded up to the next whole number. (Example: 2.3 entries will be rounded up to 3 entries.) Those who do not follow all of the instructions, fail to provide the required information with their payments or on their entry forms, or fail to abide by these Official Rules or other instructions of Sponsor may be disqualified at the Sponsor’s sole and absolute discretion.

All entries that are late, illegible, incomplete, misdirected, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor’s sole and absolute discretion. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the credit card on which the donation entry was charged (if entry via donation entry payment method) or by the accountholder of the e-mail address used to enter. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winner(s) may be required to show proof of being the credit card holder or authorized account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the Potential Winner(s) will be disqualified.

**SPECIAL NOTE ABOUT TAXES; TITLE TRANSFER DOCUMENTATION:** The valuation of the prize as stated on the Campaign Page is based on reasonably available information provided to the Sponsor. The value of all Prizes awarded to a Winner will be reported for tax purposes as required by law. Winner will receive an IRS form 1099-MISC at the end of the calendar year, and a copy of such form will be filed with the IRS. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE, INCLUDING STATE AND FEDERAL INCOME TAXES, ARE SOLELY THE RESPONSIBILITY OF THE WINNER. Donations made to a Sweepstakes may be tax-deductible in your jurisdiction. Consult a tax professional to determine the extent to which your deduction may or may not be tax deductible. You agree that neither Sponsor nor Rush Enterprises, Inc. nor Eventgroove Fundraising is providing any accounting, tax or legal advice. ALL TAXES AND EXPENSES ON THE RECEIPT AND USE OF THE PRIZE NOT SPECIFICALLY MENTIONED HEREIN ARE SOLELY THE RESPONSIBILITY OF THE WINNER; INCLUDING, BUT NOT LIMITED TO, SALES TAX, LICENSING FEES, REGISTRATION FEES, INSURANCE AND TITLE FEES. Winner will be required to sign motor vehicle transfer documents, including a manufacturer certificate of origin, and a Retail Sales Order documenting the transfer of the prize to Winner.

**WINNER SELECTION AND ODDS OF WINNING:** Sponsor or designee will conduct a random drawing, and will award the prize(s), on the drawing date listed on the Campaign Page from all eligible entries received for each drawing to determine the Potential Winner(s) (“Potential Winners”).

Entries are subject to verification by the Sponsor, and Potential Winners are not final Winners and will not receive a prize until their eligibility has been verified by Sponsor pursuant to the VERIFICATION OF WINNERS AND DELIVERY OF PRIZES section. Odds of winning any drawing depend upon the total number of eligible entries received for each drawing.

Sponsor reserves the right in its sole discretion to disqualify all suspect entries.

**PRIZES:** The prize(s) are described on the Campaign Page and in any special Campaign rules, including the approximate retail value for the prize(s). In the event that Sponsor is unable to provide a Winner with his/her prize(s), Sponsor may elect, in its sole and absolute discretion, to provide Winner(s) with an alternate prize of equal or greater value. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. If a Winner declines a prize for any reason, the Winner will not receive any substitution or reimbursement of the prize or portion thereof. Taxes and fees, if any, are the sole responsibility of each Winner. ANY WARRANTIES ON PRIZES ARE LIMITED ONLY TO ANY PRINTED MANUFACTURERS’ WARRANTIES PUBLISHED BY THE MANUFACTURERS’ OF THE PRIZES. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. All prize details are at Sponsor’s sole discretion. Any costs and expenses associated with prize acceptance and use not specified herein as being provided are Winners’ sole responsibility. For all travel prizes, Winner must travel on the dates specified by Sponsor and all airfare is coach class and hotel accommodations are standard class, unless otherwise specified. Any meetings with celebrities are subject to security and background checks. For international travel, you are responsible for obtaining all necessary travel authorizations, visas, or other documentation. All other expenses are your responsibility. Travel restrictions, conditions and limitations may apply. The prize value may vary depending on point of departure, travel dates and fare/rate fluctuations. Neither Sponsor nor Eventgroove Fundraising is responsible for any cancellations, delays, diversions or substitutions, or any

act or omission of any third person with respect to the trip. Lost or stolen tickets, travel vouchers or certificates or similar items once they are in your possession, will not be replaced. Winner and guest (when applicable) must travel on same itinerary. If you or your guest are, in our opinion, obnoxious, threatening, abusive, or harassing we can terminate the trip or prize, in whole or in part, and send you both home with no further compensation. Your guest must be of legal age of majority in his/her jurisdiction of residence, or your child or legal ward (unless otherwise approved by us). If you live within a one hundred (100) mile radius of the site where the prize is to be performed, ground transportation may be provided instead.

**VERIFICATION OF WINNERS AND DELIVERY OF PRIZES:** Potential Winner(s) will be notified by email or phone within thirty (30) business days after being selected in a drawing by Sponsor or its representative. Potential Winners are not Winners of any prize until their eligibility has been verified and they have received notice from Sponsor that they have won a prize, even if any information on Sponsor's website or any other location indicates that an entrant has won. Potential Winner(s) must provide Sponsor with a valid taxpayer identification number or a valid social security number as a condition of the Prizes being awarded.

Potential Winner(s) will be required to sign an affidavit of eligibility and liability release and, where permitted, a publicity release. If a Potential Winner cannot be contacted within forty-eight (48) hours after Sponsor attempts notification, is ineligible to win a prize, fails to return any and all requested documentation within the time stated on the notification (whether or not Potential Winner actually receives that notification), refuses the prize, or otherwise fails to comply with these Official Rules, then the Potential Winner forfeits the prize in its entirety. If a Potential Winner forfeits a prize, Sponsor will select a substitute Potential Winner by random drawing of the remaining eligible entries.

**USE OF NAME AND LIKENESS:** Unless it is otherwise prohibited by law, by accepting any prize, each Winner expressly grants to Sponsor, and their respective designees, to use and publish his/her name, likeness, and photograph for advertising, promotional, publicity and other purposes in connection with this Sweepstakes ("Advertising") in any manner, in any and all media, now known or hereinafter devised, worldwide, in perpetuity, without further payment or consideration, notification, or permission (unless prohibited by law). Each Winner further agrees to execute any specific consent needed or requested by Sponsor or its designees in furtherance of such use. All copyright, trademark or other intellectual property rights in such advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each Winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law.

**RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** Sponsor, Rush Enterprises, Inc., Eventgroove Fundraising, and their respective parents, affiliates, subsidiaries, advertising, fulfillment, marketing, and promotion agencies, and all of their respective officers, directors, shareholders, partners, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for: (a) late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; (b) errors (including printing), omissions, interruptions, deletions, defects, or delays in operations or transmission of information, whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications

devices; (c) electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on an entrant's computer; and (d) errors in the administration of this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of any such cancellation, termination or suspension, a notice will be posted and Sponsor in its sole discretion may select Potential Winners among all eligible, nonsuspect entries received prior to such time. Sponsor and Eventgroove Fundraising reserve the right, in their sole discretion, to disqualify entrants who tamper with the entry process or if their fraud or misconduct affects the integrity of the Sweepstakes or if they engage in any inappropriate or unacceptable behavior in connection with the Sweepstakes.

Released Parties reserve the right to correct clerical or typographical errors in promotional materials. By participating in this Sweepstakes, you agree to release and hold harmless the Released Parties from and against any claim or cause of action, including but not limited to, personal injury, death, damage to or loss of property, a privacy violation that may arise out of your participation in the Sweepstakes, or your receipt or use or misuse of any prize.

BY ENTERING THE SWEEPSTAKES, ENTRANT IRREVOCABLY, FULLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND HOLDS HARMLESS EACH RELEASED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO ENTRANT'S PARTICIPATION IN THIS SWEEPSTAKES AND SWEEPSTAKES-RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE, MISUSE OR NON-USE OF ANY PRIZE), INCLUDING, WITHOUT LIMITATION, AND TO THE FULLEST EXTENT PERMISSABLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR NEGLIGENCE, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES.

DISPUTES: Except where prohibited, you agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a United States District Court in Montana; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will you be entitled to receive attorneys' fees or other legal costs; and (iii) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses in entering the Sweepstakes, and waive any and all rights to have damages multiplied or otherwise increased. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws in Montana, 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 the state of Montana.

CAUTION: Sponsor and Eventgroove Fundraising reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sponsor or Eventgroove Fundraising to be in violation of these Official Rules, or to be acting in any manner deemed by the Sponsor or Eventgroove Fundraising to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

ENTRANT'S PERSONAL INFORMATION: By entering this Sweepstakes, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Sweepstakes and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Sweepstakes. Your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning.

PRIVACY: Any personal information that an entrant provides in connection with the Sweepstakes shall be used by Sponsor or Eventgroove Fundraising, and their agents to administer this Sweepstakes, contact entrants, and for the other purposes set forth in Eventgroove Fundraising's Privacy Policy available at <https://www.eventgroove.com/fundraising/privacy-policy/>. By entering this Sweepstakes, you agree to and accept that privacy policy.

WINNERS LIST: For a winners list, send a self-addressed stamped envelope to: Eventgroove Fundraising, c/o Winners List, 22 South Century Ave, Harlowton MT 59036 no later than 30 days after the end date of the Campaign and include the name of the Campaign.

SPONSOR: The Sponsor of each Sweepstakes is listed on the specific Campaign Page.