



## Avista Smart Winter Giveaway Promotion

### OFFICIAL RULES

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**ELIGIBILITY:** The **Avista Smart Winter Giveaway Promotion** is open to legal residents of Washington, Idaho and Oregon who are eighteen (18) years or older at the time of entry and are current Avista residential customers (“Participants”). This Promotion is void where prohibited by law.

Employees, temporary employees, independent contractors and interns of **Avista**, and its respective subsidiaries, including its officers, directors, employees and agents (hereafter “Avista”) are not eligible to enter or to win.

**HOW TO ENTER:** Participants may enter to win a Nest Smart Bundle (50 Grand Prize Winners) and a Smart Winter Gift Box (5,000 Winners) one of two ways: (1) enter to win online at [myavista.com/wintergiveaway](http://myavista.com/wintergiveaway) or (2) by calling 1-800-227-9187 during business hours.

**DEADLINES:** The promotion begins at **8 a.m. PST on Monday, 12/2/19** and ends at **11:59 p.m. PST on Friday, 1/10/20** (“Promotion Period”). No submissions will be accepted after the deadline for any reason. The sole determinant of time for the purposes of the on-line Promotion will be those Participants who are entered into Avista’s computer database as of **11:59 p.m. PST on 1/10/20**. Participants entering close to the posted deadline should bear this in mind.

**RULES:** Avista is not responsible for any lost, late, misdirected, or illegible entries or for any computer, online, telephone or technical malfunctions that may occur.

Entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned to an e-mail address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All e-mail entries must be submitted from a valid e-mail account that may be identified with a person by appropriate independent means, including, without limitation, reverse domain name search. Any potential winner may be requested to provide Avista with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry.

Only one entry is allowed per person. Multiple entries by the same person, including those made electronically by one person using one or more e-mail accounts, will result in disqualification.

**ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received. **PRIZES:** Fifty (50) Grand Prize Winners will receive one (1) Nest Smart Bundle and one (1) Smart Winter Gift Box. Four thousand nine hundred and fifty (4,950) Winners will receive one (1) Smart Winter Gift Box.

Approximate Retail Value (ARV) of each Grand Prize is \$600.00, not including sales tax. Approximate Retail Value (ARV) of each Prize Box is \$50.00.

Prizes are non-transferable and may not be redeemed for cash; substitutions may not be requested. By participating in the promotion and accepting a prize, Participants will agree to these Rules. The winner is responsible for all applicable federal, state, and local income and any other taxes, fees and surcharges. An IRS Form 1099 will be issued for all prizes with a retail value in excess of \$600. Avista reserves the right to substitute a prize of equal or greater value.

**WINNER SELECTION:** Fifty (50) Grand Prize Winners and four thousand nine hundred and fifty (4,950) Winners will be selected on or about **January 15, 2020** at 1411 E. Mission, Spokane, WA 99202 from all qualified entries received by the deadline. Winner selection will be made by Avista, whose decision shall be final. Winners will be notified either by e-mail, phone, U.S. mail and/or overnight courier on or near date specified. If a winner is unreachable after two (2) business days, an alternate winner will be selected by a random drawing from the remaining qualified entries. In order to be named a winner, potential winners may be required to execute and return an Affidavit of Eligibility/Prize Acceptance Form/Release of Liability (“Release”) upon accepting a prize. Noncompliance will result in disqualification and an alternate winner will be selected.

**USE OF PROMOTION INFORMATION:** Notwithstanding any contrary provision in any of Avista’s respective privacy policies, Participants grant to Avista the right to use any and all information related to the Promotion, including information provided by Participants in connection with the Promotion, for marketing purposes or any other purpose, unless prohibited by law. Winners will be required to sign a Release, which grants to Avista the right to use and publish their proper name and state of residence online or in any other media in connection with the Promotion. Additionally, by signing the Release the winner will grant permission to Avista to use her/his name, photograph, likeness, voice, prize information and/or biographical information for publicity and promotional purposes without future compensation unless prohibited by law. By entering this Promotion, Participants release and hold harmless Avista from any and all liability for any injuries, loss or damages of any kind arising from or in connection with the Promotion or any prize. Restrictions, conditions and limitations apply.

**CONDUCT:** By entering the Promotion, Participants agree to be bound by these Official Rules. The Official Rules are posted at [myavista.com/wintergiveaway](http://myavista.com/wintergiveaway) throughout the Promotion. Participants further agree to be bound by the decisions of Avista, which shall be final and binding in all respects. Avista reserves the right at their sole discretion to disqualify any individual they are found to be tampering with the entry process or the operation of the Avista website or to be acting in violation of the Official Rules.

Participants agree not to use obscene, libelous or slanderous language, or language that infringes upon a third party’s trademark, trade name or other intellectual property right or right of privacy while participating in the Promotion. Participants also agree to indemnify and hold harmless Avista against and from all claims, damages liabilities, costs and expenses asserted by third parties alleging that the Promotion includes obscenity, libel, slander, or infringes upon the third party’s intellectual property or privacy rights, as a direct result of Participant’s actions in connection with the Promotion. Participants further agree not to knowingly damage or cause interruption of the Promotion or to prevent others’ participation in the Promotion.

**CAUTION:** ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE AVISTA WEB SITES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, AVISTA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**LIMITATIONS OF LIABILITY:** Winners assume liability for losses or injuries caused or claimed to be caused by participating in the Promotion, or by the acceptance, possession, use of, or failure to receive any prize. Avista is not responsible: (i) for any lost, late, illegible, incomplete, postage-due, misdirected or mutilated mail; or (ii) for any incorrect or inaccurate information, in the Promotion or by any technical or human error that may occur in the processing of submissions in the Promotion. Avista assumes no responsibility for an error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of authorized access to, or alteration of, entries. Avista is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to Participant's or to any other person's computer related to or resulting from participating or loading materials in the Promotion. If the Promotion is not capable of running as planned for any reason, including legal restrictions, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Avista that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Avista reserves the right to cancel, terminate, modify or suspend the Promotion.

**RULES:** Official Rules may be obtained by either calling Avista at 800-227-9187 or by emailing a request to [AskAvista@myavista.com](mailto:AskAvista@myavista.com) referencing the "**Avista Smart Winter Giveaway Rules Request.**"

**INTELLECTUAL PROPERTY:** The Promotion and all of the related pages, contents and code are copyrighted by Avista and all trade names, logos, trademarks, service marks, or other indicia or origin used in the Promotion are trademarks of Avista. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of Avista is strictly prohibited. In addition, Apple and iPad are registered trademarks of Apple, Inc. This Promotion is in no way sponsored, endorsed, or administered by, or associated with Apple.

**GENERAL CONDITIONS:** This Promotion is subject to all federal, state, and local laws and regulations and is void where prohibited by law.