

# 12 Days of Christmas Giveaways Official Rules

## Published November 29<sup>th</sup>, 2022

**ELIGIBILITY (Who Can Enter & Win):** The Promotion is open only to individuals who are 18 years or older. No purchase necessary to enter the Promotion. Employees of Fort Rucker DFMWR Business Operations, Fort Rucker DFMWR Marketing, DFMWR employees (ACS, BOD, CRD, CYS), the DFMWR Director and subsequent Chain of Command, are not eligible to enter or win.

A family member (Husband, Child, Sister, Wife etc.) of a DFMWR employee as stated above may enter and have a chance to win if they have entered the promotion for themselves by filling out a registration slip and entering in person.

The Promotion is subject to all applicable Army regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and DFMWR decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**WHEN TO ENTER:** NO PURCHASE NECESSARY. The "12 Days of Christmas Giveaways" promotion begins at 9:00am CST on Wednesday November 30<sup>th</sup>, 2022, and ends at 7:30am CST on December 16<sup>th</sup>, 2022.

Weekly the promotion will run each weekday, from November 30<sup>th</sup>, 2022, at 9:00am until 7:30am on December 16<sup>th</sup>, 2022, or until registration boxes are empty and picked up on that day. Eligible registration slips from each location will be collected each business day and will be compiled together for each drawing.

**HOW TO ENTER:** Registration boxes are out and available for you to sign up/enter at the following locations; Rucker Lanes, BOSS building, Mother Rucker's, Center Library, The Landing Zone, Building 5700- Soldier Service Center Lobby, Main PFC and Silver Wings Golf Course. During the Promotion Period, Fort Rucker DFMWR is not responsible for issues accessing the website or completing the entry, or any technical conditions that disrupt the completion of the entry, or any other problems, which might or might not result from this contest.

You may only win one prize during the promotion period of the contest. If your name is drawn as a winner more than once, it will be discarded. However, you may enter up to 12 times total at each location. One winner per household.

**HOW TO PLAY/HOW THE WINNER IS CHOSEN:** Enter as explained in Paragraph 1,2, and 3 above. From all eligible entries received, One (1) Winner will be chosen each day during the promotion for a total of twelve (12) different winners during the promotion period. The only exception will be on the day that we give away the Commissary Gift Cards. We have a total of \$600 in gift cards so we will have (4) winners on that day only, each winner will receive a \$150 gift card, for a grand total of (15) winners for the promotion.

Winners will be selected via a random drawing from among all eligible entries received each day from each location and all locations combined, to be conducted by DFMWR Marketing each day following that Days Entry Period. All non-winning entries from any Daily Entry Period will be rolled over for subsequent Daily Entry Periods. Each Daily Prize winner's name may be announced on the MWR Facebook page and on other DFMWR external and internal Marketing materials. Each Daily Prize winner will also be notified by Facebook Message and or phone call/message. Limit one (1) person may only win one prize during the promotion period of the contest. If your name is drawn more than once as a winner, it will be discarded. However, you may enter up to 12 times total at each location.

One winner per household. Some prizes may require winner to pick up at sponsors location/place of business or arrange delivery. Additional delivery fee or fees are the responsibility of the winner.

**PRIZES AND APPROXIMATE RETAIL VALUE:** Twelve (12) prizes, One (1) per day (December 1,2,5,6,7,8,9,12,13,14,15,16 of the year 2022) will be awarded. (See exception under "how to play/how the winner is chosen" section above.

**Daily Prizes:**

(SUBJECT TO CHANGE)

Ingrid's Jewelry – \$250 Value

Farmers Home Furniture- L Shaped Gaming Desk and Commander Gaming Chair Value \$600 combined

Academy Sports + Outdoors- Game Room (Dart Board, Ping Pong Table, Basketball game, Axe game) Value \$700 combined

Corvias Flatscreen TV - \$300 value

Army Aviation Museum Foundation- Gift basket \$250 Value

MWR- Swag Wagon \$250 Value

United Distributing- Cooler set \$200 Value

Barefield's- Gift basket \$250 Value

Harley-Davidson of Dothan & Holland Motorsports- Gift basket \$250 Value

AAFES / The Exchange- Gift Card \$150 Value

DECA Fort Rucker Commissary- Gift Card \$600 Value Combined

MWR- Gift Card \$500 Value

**Certificates/Vouchers have no cash value and are non-transferable. Unused portion of certificate is nonrefundable and non-transferable. Any charges beyond the value will be the responsibility of the winner and his/her guests. Prize valid any time location is open, for use on full menu price items, and may not be combined with any other promotional discounts or specials. Certificates cannot be used to purchase Alcoholic beverages and can only be used at official participating locations. Some restrictions may apply.**

**“Sponsorship does not imply DoD or U.S. Army endorsement.”**

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**CLAIMING A PRIZE:** Winners have seventy-two (72) hours from the time they are contacted to accept or deny prize or prize may be forfeited. Each winner will be required to complete and sign a Prize Release (in person) verifying eligibility to win prior to awarding of prize. Prize must be claimed in person by winner. Failure to comply with this shall be deemed to be the winner’s forfeiture of his or her right to claim a prize. The winner must prove he or she is a qualified winner by presenting identification (Military ID, state driver’s license; state issued identification card; or valid passport with address verification.). If the winner cannot prove he or she is a qualified winner, the prize will not be awarded. All unclaimed prizes remain the property of Fort Rucker DFMWR. Some prizes may require winner to pick up at sponsors location/place of business or arrange delivery. Additional delivery fee or fees are the responsibility of the winner.

**Participation Conditions/Release/Consent to use Likeness:** By participating, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of DFMWR Marketing Department which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to

violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, or personal injury arising out of or relating to a participant's participation in this Promotion and acceptance or use or misuse of prize; (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of prize; and (d) allow DFMWR's use for promotional purposes, of his/her likeness, and/or address (city/state) without any additional compensation.

**General Conditions:** DFMWR reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond DFMWR's reasonable control impairs the integrity or proper functioning of the Promotion as determined by DFMWR in its sole discretion. DFMWR has the right to substitute any prize. DFMWR reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the participation process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, DFMWR reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded unless deemed necessary by DFMWR to substitute the prize(s).

The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

DFMWR's failure to enforce any term of these Official Rules shall not constitute a waiver.

**Limitations of Liability:** The Released Parties as set forth above are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the participation process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of Facebook Messages, phone notifications, emails, registration entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize.

**Privacy Policies and Data Collection:** Information provided by you for this contest on the entry form is subject to DFMWR's privacy policy. By entering this Promotion, each entrant agrees that DFMWR has the right to contact the entrant by phone, direct message, or email accounts provided on the entry form to administer and fulfill this Promotion. DFMWR also has the right to use the entrants name and or likeness on the Fort Rucker MWR website and social media platforms.

**Disputes/Governing Law:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion or the prize awarded shall be resolved by Fort Rucker DFMWR Management Personnel. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and DFMWR in connection with this Promotion shall be governed by, and construed in accordance with, Army Regulation and the IMCOM Business Operating Standards, without giving effect to any choice of law or conflict of law rules.

**Official Rules/Winner's List:** A copy of these rules will be posted on the Fort Rucker MWR Website <https://rucker.armymwr.com/happenings/12-days-christmas-giveaway> during the Promotion Period. A list of winners will be published to the Fort Rucker MWR Website at the completion of the Promotion Period. Any questions or concerns pertaining to this promotion may be directed to DFMWR Marketing via our Facebook page or at [ftruckermwr@gmail.com](mailto:ftruckermwr@gmail.com) or by calling 334-255-2106