



Diamond Lake Triathlon Giveaway Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. CONTEST IS SPONSORED BY MIDWEST ENERGY & COMMUNICATIONS.

1. Eligibility

Diamond Lake Triathlon Giveaway (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by Midwest Energy & Communications (MEC), located at 60590 Decatur Road, Cassopolis, Michigan 49031. Please note that Diamond Lake Triathlon is not affiliated with this contest.

3. Agreement to Official Rules

Participation in the Contest 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. Contest Period

The Contest begins on June 1, 2021 at 12:00 am EST and ends on June 18, 2021 at 11:59 pm EST (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified.



5. How to Enter

Fill out the form at
<https://www.teammidwest.com/about-us/community/2021-diamond-lake-triathlon-contest/>

Limit one (1) entry per person for the duration of the Contest Period. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing

On or about June 21, 2021, the Sponsor will select a potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about June 21, 2021. If the potential winner cannot be contacted within three (3) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

7. Winner Notification

The potential winner will be notified by email (preferred) or phone. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. 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 one (1) alternate drawing will be held. Prize will be emailed to the winner within a week of the winner acknowledging that he/she was selected as winner. To obtain a copy of the winner's name, please request this in writing to MEC at 60590 Decatur Road, Cassopolis, Michigan 49031 ATTN: Amy Pales, Diamond Lake Triathlon by June 30, 2021.

8. Prize

One registration to the Diamond Lake Triathlon held on July 17, 2021, plus a Visa or Mastercard gift-card for a one-day membership to USA Triathlon. Since the race is sanctioned by USA Triathlon, participants must be members of the organization.

Race Registration Value: \$65.

Gift Card for One-Day USA Triathlon Membership: \$15

Participants in the Diamond Lake Triathlon race are required to abide by the race's rules, regulations and conditions.



9. General Conditions

In the event that the operation, security, or administration of the Contest 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 Contest 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 Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest 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 Contest 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 Contest 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 Contest, 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 Contest, 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 Contest 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 Contest, 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 Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest



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 Contest, 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 Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participants in the Diamond Lake Triathlon race are required to abide by the race's rules, regulations, hold harmless agreements and any other conditions required to participate in the event.

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 Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. 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 Contest, shall be governed by, and construed in accordance with, the laws of Michigan, 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 Michigan.

12. Privacy

Information collected from entrants is subject to sponsor's privacy policy.

13. Marketing

By entering the contest, you agree to let MEC use your name and any photos you submit to announce the winner and participation in the contest.

14. Facebook Disclosure

This contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.