

El Cosmico's Ticket To Ride / Golden Ticket Sweepstakes – Official Rules

DESCRIPTION OF THE SWEEPSTAKES: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. By participating in the Sweepstakes, you agree to these Official Rules. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with any social media site. Any questions, comments or complaints regarding the Sweepstakes will be directed to the Sponsor, not a social media site.

SPONSOR: The Sweepstakes is sponsored by El Cosmico located at 802 S Highland Ave, Marfa, TX 79843 (the "El Cosmico" or "Sponsor").

ELIGIBILITY: The Sweepstakes is open to legal residents of the fifty United States, including District of Columbia and Puerto Rico, and are 21 years of age or older (the "Participants"). Employees, officers and contractors of (1) a Sponsor and (2) the parent companies, affiliates and subsidiaries of the Sponsor (collectively, "Affiliates"), and their immediate families (defined as parents, children, siblings and spouse, regardless of where they reside, and/or those living in the same household of each) are not eligible to participate in the Sweepstakes.

HOW TO ENTER: Participants may enter the Sweepstakes from September 16 – October 1, 2020 (the "Sweepstakes Period"). There are two (2) methods of entry: (i) Participants will automatically be entered when purchasing the Ticket to Ride or Golden Ticket bundle from El Cosmico during the Sweepstakes Period or (ii) Participants may mail-in an entry to the Sponsor. During the Sweepstakes Period, hand print your complete name, address, telephone, and valid email (optional) and mail it to: El Cosmico c/o Bunkhouse – 1711 South Congress Avenue, Floor 3, Austin, Texas 78704. All mail-in free entries must be post-marked by October 1, 2020 and received by October 31, 2020. Regardless of entry method there is a limit one (1) entry per person per day. Sponsor is not responsible for any lost, late, delayed, illegible, incomplete, postage due or misdirected entries or mail. Incomplete, unreadable or late entries will be disqualified.

WINNERS: Eleven (11) winners will be selected on or after November 1, 2020 based on a random drawing of all eligible entries received (the "Winner"). Winner will be notified via e-mail and/or phone. For winner's selected from those that have purchased a bundle from El Cosmico, they will receive a printed ticket in their retail order. The winner must reply to the winner notification e-mail and/or phone within 24 hours in order to receive the prize. If the winner does not accept the prize within 24 hours of notification, the prize will be forfeited and an alternate winner will be selected at random. Odds of winning will depend on the number of entries.

PRIZE: Eleven (11) winners will be chosen at random from all eligible entries. Ten (10) winners will receive two (2) tickets to the Trans-Pecos Festival of Music and Love in 2021 (the "Festival"). One (1) winner will receive two (2) tickets to the Festival and accommodations in a trailer for the three (3) nights of the festival in 2021. Prizes cannot be cancelled or transferred. The Festival shall be held in Sponsor's sole discretion for 2021, if cancelled the Prize is not transferable. If The Prize is valued at approximately \$500 - \$2,000. The Prize is not redeemable for other products, services or monetary value and any portion of the Prize that is not used is forfeited. The Winner is responsible for all other expenses not expressly stated herein, including but not limited to Hotel incidentals, flights, travel insurance, and all travel costs. The Winner will be required to provide a valid credit card at each hotel for any incidental charges.

Any violation of a hotel's policy, any lack of payment for Hotel incidentals, or any reasonable suspicion of engagement in any illegal behavior, in Sponsor's sole discretion, may result in your hotel reservation being cancelled and/or forfeiture of your Prize. Any public statements disparaging, inaccurate or reflecting negatively on Sponsor or its brand or affiliates may also result in cancellation of your Prize.

RELEASE: By entering the Sweepstakes, Participants agree, to the fullest extent permitted under applicable law, to release, forever discharge and hold harmless Sponsor and any social media outlets and its and their respective Affiliates, advertising and promotional agencies, and each of their owners, directors, officers, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, damages, losses, liabilities, injury or loss to person or property, costs and expenses, suffered by the Released Parties, arising from or relating to Participant's participation in the Sweepstakes, Participant's acceptance, use or misuse of the Prize, or Sponsors' use of the entry, including, without limitation, any claims based on defamation, violation of publicity rights, privacy rights, personality rights, moral rights, or intellectual property rights, including copyright infringement and trademark infringement.

CONDITIONS OF ENTRY: General Rules: By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of Sponsors. Sponsors reserve the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsors reserve the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned. Acceptance of a prize constitutes permission to use winner's name and likenesses for promotional purposes without further compensation except where prohibited by law. Winner information, personal information collected from each entrant will only be available to Sponsor and its affiliates.

WINNER NOTIFICATIONS: The Winner will be notified by November 1, 2020 via email or phone. Participants are responsible for notifying the Sponsor of changes in their contact information. Winners may be required to sign and return an Affidavit of Eligibility/Liability/Publicity Release within 14 days of the date printed on notification or will be disqualified. For all failures of potential winners to respond, or undeliverable attempts, a new winner will be selected from among applicable entries. Prizes will be awarded within 30 days of receipt of executed affidavits. All taxes on the Prize are the sole responsibility of the Winner. The Sponsor reserves the right to withhold taxes or other payments as it deems necessary to comply with applicable law. The Winner will be required to provide Sponsor with his/her social security number for tax purposes. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for any recipient who receives a prize if the annual aggregate value of the prize received is \$600 or more. Sponsor will issue a Form 1099-MISC to Winner for the total fair market value of the Prize received.

WINNER LIST: For the name of the Winner, send a self-addressed stamped envelope at least 25 days after the Sweepstakes ending date to the Sponsor.

ELIMINATION: Any false information provided for the Sweepstakes by any Participant or non-compliance with these Terms and Conditions may result in Participant's elimination from the Sweepstakes.

PRIVACY: Participants agree that personal data including, but not limited to, name, email address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Sweepstakes, and to verify a Participant's identity in the event a Participant wins the Prize. If a Participant does not provide the required data when requested, then Participant's entry may be ineligible for the Prize. Except as described in these Terms and Conditions, all information provided will be maintained in accordance with the Sponsor's Privacy Policy.

INTERNET: No responsibility is assumed for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet, or at any web site or any combination thereof. Sponsor is also not responsible for any injury or damage to Participant's or any other person's computer related to or resulting from participating in or downloading any materials for the Sweepstakes. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE TO THE ONE NIGHT APP OR ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SPONSOR BY THREATENING THE STAFF OR ANY OTHER POSSIBLE REASON IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to withdraw and cancel the Sweepstakes if it becomes technically corrupted, (including if a computer virus or system malfunction impairs its ability to conduct the Sweepstakes) or for any other external reason.

JURISDICTION: The Sweepstakes shall be governed by and interpreted in accordance with the laws of the State of Texas applicable to promotions fully carried out within Texas. The winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document.