

Texas Historical Commission
“Texas Time Travel Sweepstakes”

OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCE OF WINNING.

SWEEPSTAKES ENTRY PERIOD: The Texas Time Travel Sweepstakes begins at 12:00:01 AM Central Time (“CT”) on Thursday, October 17, 2013 and ends at 11:59:59 PM CT on Sunday, November 17, 2013 (the “Sweepstakes Period”).

ELIGIBILITY: The Texas Time Travel Sweepstakes (the “Sweepstakes”) is open to legal residents of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. Employees, commissioners, agents, and contractors of the Texas Historical Commission (the “Sponsor”), and its affiliates, advertising, and promotional agencies, as well as their immediate family members (spouse, parents, children, and siblings and their respective spouses regardless of where they live) and those living in the same household with such individuals, whether related or not, are not eligible to participate. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico and where prohibited.

SPONSOR: “Sponsor”: Texas Historical Commission, 1511 Colorado St., Austin, TX 78701.

HOW TO ENTER: Visit www.facebook.com/TexasHistoricalCommission, open the Sweepstakes tab, follow the instructions to connect with your Facebook account and complete the entry form in its entirety, including your full street address (sorry no P.O. Boxes accepted), and submit (the “Entry”).

Entries must be received between **Thursday, October 17, 2013 at 12:00:01 AM CT and Sunday, November 17, 2013 at 11:59:59 PM CT.**

Collection and use of personally identifiable information will be in accordance with the Texas Historical Commission Privacy Policy located at <http://www.thc.state.tx.us/public/upload/policies-privacy.pdf>. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Becoming a fan of the Texas Historical Commission page on Facebook does not constitute an entry into the Sweepstakes. Entrants understand that they are providing their information to Texas Historical Commission and not to Facebook. The information provided will only be used for the purposes of this Sweepstakes and as otherwise permitted by Texas Historical Commission privacy policy. Any questions, comments or complaints regarding this Sweepstakes should be sent to: Texas Time Travel Sweepstakes, P.O. Box 12276, Austin, TX 78711; or via email to socialmedia@thc.state.tx.us.

Limit: One (1) Entry per person regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZE/ODDS:

Grand Prize: There is one (1) Grand Prize available to be won in the Sweepstakes. The Grand Prize includes:

- One (1) guided, four-day, expense-paid* trip for two in the Texas Heritage Trail Region of the winner’s choice. There are 10 Texas Heritage Trail Regions in the Texas Historical

Commission's Texas Heritage Trails Program (<http://www.thc.state.tx.us/preserve/projects-and-programs/texas-heritage-trails>).

- *Paid travel expenses in this Sweepstakes are defined as:
 - Transportation during the trip—from the starting point to the ending point and all points in between—as determined by the itinerary that will be based upon the winner's region of choice;
 - Admission fees to attractions that are part of the itinerary;
 - Lodging, not to exceed double the maximum in-state rate (the maximum in-state rate is \$85, so lodging cost will not exceed \$170 per room per night*);
 - and meals, not to exceed double the maximum in-state rate (the maximum in-state rate is \$46 per day, so meals will not exceed \$92 per person per day).
 - *The maximum in-state rate can be viewed at the Texas Comptroller of Public Accounts website (<https://fm.xcpa.state.tx.us/fm/travel/travelrates.php>).
- No other expenses are included in the Grand Prize. Incidental expenses such as shopping, as well as transportation to and from the starting/ending point are excluded. The winner and guest are responsible for their own travel to and from the starting/ending point of the trip.
- No state funds will be used to pay for the winner's travel expenses.
- The Texas Historical Commission will create an itinerary in the winner's region of choice. The itinerary will showcase Texas Historical Commission programs, projects, and sites (e.g., state historic sites, Texas Main Street districts, districts and properties listed in the National Register of Historic Places, Certified Local Government communities, restored courthouses, Texas Treasure Business Award winners, First Lady's Texas Treasure Award cities, military sites, museums, cemeteries, etc.).
- Exact travel dates are flexible, but **must take place in April 2014 over the course of a long weekend, Friday–Monday**. The Texas Historical Commission is not responsible for lost wages, if any, due to the winner and guest's travel to, from, and during the Texas Time Travel period.
- The winner and guest will be accompanied by and travel with an employee or employees of the Texas Historical Commission, who will guide the trip and document it via the Texas Historical Commission's social media and for future publication in *The Medallion* print and online publication, as well as other possible digital or print publications of the Texas Historical Commission.

Odds of winning a prize depend on the number of eligible entries received and may be calculated as one divided by the number of eligible entries received.

PRIZE DRAWING & NOTIFICATION:

There will be one (1) drawing at the close of the Sweepstakes Period. On Monday, November 18, after the close of the Sweepstakes Period at 11:59:59 PM CT on Sunday, November 17, one (1) winner will be selected in a random drawing from among all eligible entries received through 11:59:59 PM CT the previous day. The Grand Prize winner will be notified by email and will be requested to confirm their receipt of notification within 48 hours via return email. If the prize notification is returned as undeliverable, if a potential winner of the prize cannot be contacted, if potential winner is found to be ineligible or not in compliance with these rules, or if the selected winner cannot accept or receive the prize for any reason—including not being able to travel during a Friday–Monday during April 2014—that potential winner will be disqualified, and the prize may be awarded to an alternate winner. Non-winning entrants will not be notified.

PRIZE CONDITIONS AND LIMITATIONS: Prize is not redeemable for cash. Prize is non-assignable or transferable. No substitution is permitted except if prize is unavailable. No cash in lieu of prize and no exchange or substitution of prize, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. In no event shall more prizes be awarded than the number stated in the "Prize" section above. The prize winner shall be solely responsible for all federal, state and/or local taxes. Acceptance of the prize constitutes permission from the winner to the Sponsor and its agents to use such winner's name and/or likeness or a modified name and/or likeness for advertising and publicity purposes related to the sweepstakes, other sweepstakes and their status as winners, in Sponsor's and/or its agents' sole discretion, worldwide, in perpetuity, in all forms of media whether now known or hereafter devised, without prior authorization from and without further compensation to or approval from Winner, except where prohibited by law.

In the event that an employee of Sponsor is unavailable to guide the trip after dates are selected and an itinerary is set—for any reason, including illness or death—Sponsor will reschedule the trip for a later time.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

GENERAL: This Sweepstakes is subject to all applicable federal, state, and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator and waive any right to claim ambiguity in regard to the mechanics of the Sweepstakes or the interpretation of these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, Facebook, their subsidiaries, affiliates, directors, officers, commissioners, employees and agents and marketing and advertising agencies, from and against any claims, damages, or liability due to any injuries, damages, or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from or arising in connection with the acceptance, possession, use, misuse, or nonuse of the prize offered, or participation in this Sweepstakes.

Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) 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; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent sweepstakes administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULL EXTENT PERMITTED BY LAW.

GOVERNING LAW: This Sweepstakes is governed by the internal laws of the state of Texas without regard to principles of conflict of laws. All cases and claims pertaining to this Sweepstakes must be brought in a court of competent jurisdiction in Travis County, Texas, without recourse to class action suits.

SEVERABILITY: If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, visit www.facebook.com/TexasHistoricalCommission, or send a self-addressed, stamped envelope by November 18, 2013 to: Texas Time Travel Sweepstakes, Rules Request, P.O. Box 12276, Austin, TX 78711.

WINNER CONFIRMATION: For written confirmation of prize winners (available after November 18, 2013), send a self-addressed, stamped, #10 envelope (no later than December 20, 2013) to: Texas Time Travel Sweepstakes, Winners Request, P.O. Box 12276, Austin, TX 78711.

Void in Puerto Rico, outside the U.S. and wherever restricted or prohibited by law.