

OFFICIAL BASQUE ADVENTURE CHALLENGE GIVEAWAY RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Giveaway is open only to those who check-in to 3 or more places on the Basque Adventure Challenge pass. The Giveaway is open to residents of the United States and is void where prohibited by law. Employees of the Nevada Division of Tourism, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agrees to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Nevada Division of Tourism as final and binding as it relates to the content of this Giveaway.

3. Campaign Period: Entries will be accepted online starting Saturday, June 1, 2024, at 12:00 am PST, and ending Wednesday, July 31, 2024, at 11:59 pm PST. All Giveaway check-ins must be completed by Wednesday, July 31, 2024, at 11:59 pm PST.

4. How to Enter: The Giveaway must be entered by checking in to 3 or more places using Travel Nevada’s Basque Adventure Challenge mobile site. Three or more check-ins qualifies you as one entry into the giveaway. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. The entry must fulfill all Giveaway requirements, as specified, to be eligible to win the prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Nevada Division of Tourism.

5. Giveaway Prize: The Winner of the Giveaway (the “Winner”) will receive the following:

- (1) Grand Prize: A trip to Elko, NV
 - A two night stay at Best Western Elko Inn (value \$300)
 - \$200 Maverick Gas Card
 - \$100 gift card to The Star Hotel & Bar
- (4) First place prizes: Gift Cards to various restaurants
 - \$50 gift card to The Martin Hotel
 - \$100 gift card to The Star Hotel & Bar
 - \$75 gift card to J.T. Basque Bar & Dining Room
 - \$75 gift card to J.T. Basque Bar & Dining Room
- (3) Second place prizes: Travel Nevada Swag Bag valued at \$50.

The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Nevada Division of Tourism to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of the Nevada Division of Tourism. Winner will be notified by email within two (2) days following selection of Winner. The Nevada Division of Tourism shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by Winner (at the Nevada Division of Tourism's sole discretion) will result in Winner's disqualification as winner of the Giveaway, and all privileges as Winner will be immediately terminated.

8. Terms & Conditions: The Nevada Division of Tourism reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Nevada Division of Tourism's control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such a case, the Nevada Division of Tourism may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Nevada Division of Tourism. The Nevada Division of Tourism reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Giveaway or website or violates these Terms & Conditions. The Nevada Division of Tourism has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. Should such an attempt be made, the Nevada Division of Tourism reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, You agree to release and hold harmless the Nevada Division of Tourism and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Giveaway; (v) electronic or human error in the administration of the Giveaway or the processing of entries. This Giveaway is in no way sponsored, endorsed, administered by, or associated with Meta (Facebook/Instagram) and/or Twitter.

10. Disputes: This Giveaway is governed by the laws of the United States and Nevada, without respect to conflict of law doctrines. As a condition of participating in this Giveaway, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or

connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Nevada having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway).

Participant further waives all rights to have damages multiplied or increased.

11. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Travel Nevada website. To read the Nevada Division of Tourism Privacy Policy, [click here](#).

12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Giveaway Rules, mail your request along with a stamped, self-addressed envelope to: The Nevada Division of Tourism, 200 S. Virginia St., Suite 500, Reno, NV 89501, USA. Requests must be received no later than August 5, 2024, at 11:59pm PST.