

## **Official Rules: City of Escondido AutoPay & Paperless Sweepstakes**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES.** Purchase will not increase your chances to win. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Invoice Cloud, Inc. (the "Sponsor") as final in all matters relating to this Sweepstakes.

**Eligibility:** Sweepstakes is open to legal U.S. residents from 9/15/20 to 12/15/20. Employees of City of Escondido and Invoice Cloud, Inc. and their respective affiliates, prize suppliers, advertising and promotion agencies, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households, whether related or not, are ineligible. Void where prohibited by law.

**Sweepstakes Period:** Sweepstakes begins September 15, 2020 and ends at 11:59 PM PST on December 15, 2020.

### **How to Enter:**

Enter by signing up for AutoPay or signing up to Go Paperless with e-bills when either viewing or paying your utility bills online. When you do one of these two things for the first time between 9/15/20 and 12/15/20, you'll be entered in the sweepstakes. The maximum number of entries per account is two. The Invoice Cloud service website's database clock will be the official timekeeper for the Sweepstakes. Internet entry must be made by the entrant, only at the City of Escondido payment portal.

**\* If you are already enrolled in either AutoPay or Paperless e-billing and continue your enrollment through December 15, 2020, you will also be included in the sweepstakes drawing.**

If you would like to enter the sweepstakes other than through enrolling by Signing up for AutoPay or Signing up to Go Paperless on the City of Escondido's payment portal, you may do so by sending a 3x5 card with the hand printed words: City of Escondido Sweepstakes, your name, address, telephone number, and the bill account number for which you are entering. Send the card to: Invoice Cloud, 30 Braintree Hill Office Park, Suite 303, Braintree, MA, 02184. Entries must be postmarked by 12/15/20. Entries become the property of the Sponsor and will not be acknowledged or returned. Mechanically reproduced entries will not be accepted. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of entry. Sweepstakes Entries are not responsible for: lost, late, incomplete, illegible, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries.

The Sponsor and City of Escondido are not responsible for electronic transmission errors resulting in 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 or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by the Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

**Winner Selection/Odds:** The 3 prize winners will be selected by an independent agent in a random drawing on or about 1/7/21 from among all eligible entries received. The drawing will be conducted by the Sponsor, whose decisions are final in all matters relating to the Sweepstakes. The actual odds of winning will depend upon the total number of actual eligible entries received during the sweepstakes period.

**Prizes:** 3 sweepstakes prizes will be awarded at the conclusion of the sweepstakes period – one (1) 64 GB Apple i-Pad mini, and two (2) \$50 Amazon gift cards. The approximate retail value (ARV) of the 64 GB i-Pad mini is \$399.00, and each Amazon gift card is \$50.00. The prize is non-transferable and no substitutions are allowed, except by the sponsor which reserves the right to substitute a prize of equal value. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash. The winning prize is provided "AS-IS" and the sponsor provides no warranty. To the

extent that the third-party manufacturer of the product provides any warranty with the prize, sponsor shall pass such warranty through to the winner. Apple Inc. and Amazon Inc. are in no way affiliated with this promotion or with the sponsor. Neither the use of Apple or Amazon products as prizes nor the use of Apple or Amazon's trademarks in connection with this promotion are intended to create a sense of endorsement or sponsorship by, or other false association with, Apple/Apple products or Amazon/Amazon products. In the event an advertised prize is not available, the Sponsor may substitute a prize of equal or greater value. Taxes on prize are the sole responsibility of the winners.

**Prize Notification:** The 3 winners will be each notified by email, phone or mail based upon available contact information. The winners have 14 days to claim the prize after notification. If the Sponsor is not able to contact a prize winner for any reason, the prize will be forfeited and awarded to an alternate winner. Winners are solely responsible for applicable taxes. By accepting a prize, the winner consents to the use of their name and likeness for publicity purposes without further compensation, unless otherwise prohibited by law. In the event of a dispute as to the identity of a winner, the entry will be considered to be made by the authorized account holder. The "authorized account holder" is the natural person identified on the City of Escondido utility bill.

**Winners:** For the name of the winners, available on or about 1/7/21, send a self-addressed stamped envelope by 1/14/21 to: Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184. These Official Rules will be available on City of Escondido website during the Sweepstakes Period.

**General Conditions:** These official rules shall be interpreted exclusively in accordance with California law. All entrants agree to release, indemnify, and hold harmless City of Escondido and the sponsor, Invoice Cloud, Inc. and each of their partners, employees, subsidiaries, agents, representatives, and affiliates and immediate family, from any and all claims of any kind arising directly or indirectly from the sweepstakes, from any sweepstakes prize, or from any publicity about the sweepstakes. Released parties do not have any responsibility or liability whatsoever for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, printing, typographical, human or other errors, including, without limitation, the award of the prizes, the processing of entries or in any Sweepstakes related materials; for entries or signups that are corrupted, misdirected, incomplete, lost, stolen, late, undelivered, delayed, garbled, damaged, illegible or postage due; for transactions or entries that fail to enter into the processing system, or are reported or transmitted late or incorrectly or are lost for any reason. Sponsor reserves the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules. If in the Sponsor's opinion, there is any suspected or actual evidence of tampering or corruption or if the sweepstakes is compromised by virus, bugs, or any unauthorized human intervention, or any other causes beyond the control of the sponsor and it is not capable of running as planned, sponsor reserves the right to modify, suspend or to terminate the Sweepstakes and conduct a random drawing to award the prize using all eligible non-suspect entries received as of the termination date. If the sweepstakes is terminated prior to the sweepstakes period, notice will be posted at City of Escondido website. Except where prohibited by law, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes and in no event include attorneys' fees and winners hereby waive all rights to have damages multiplied or otherwise increased. Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action. All dispute resolution shall be made by the Sponsor in their sole discretion.

**Data Collection:** Information collected from Entrants is subject to Sponsor's privacy policy, located at [www.invoicecloud.com/privacy.html](http://www.invoicecloud.com/privacy.html) and the privacy policies of City of Escondido.

**Sponsor:** The Sponsor of the Sweepstakes is Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184.