2020-2021 Buffalo Unlimited Activity Book Sweepstakes
Official Rules (Revised February 2, 2021)

NO PURCHASE NECESSARY TO ENTER OR WIN. COMPLETING THE ACTIVITY BOOK DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. Entry Requirements; Eligibility; Governing Law; General Disqualification

This sweepstakes may only be entered in or from New York State, by residents of the City of Buffalo, New York. Entries originating from any other jurisdiction and/or submitted by entrants who are not resident in the City of Buffalo are not eligible for the drawing and will be excluded from this sweepstakes.

This sweepstakes is open to entrants age 18 years old as of the date of entry, or to minors if authorized in writing by a parent or guardian. Only one entry per person is permitted. Officials and employees of Sponsor, the City of Buffalo, Buffalo & Erie County Public Library and, Art x Love, LLC and their family members are disqualified.

All entries must be received by on behalf of the Sponsor while the sweepstakes is open and no later than the extended Deadline Date of April 3, 2021. Sponsor reserves the right to extend the Deadline Date by posting the extended date on Sponsor’s web page for this sweepstakes at: tpl.org/buffaloparksplan. In such an event, all entries received by the original deadline date of February 5, 2021 will remain valid and will be included in the drawing.

This Sweepstakes is governed exclusively by the laws of the United States and the State of New York, and all federal, state and local laws and regulations apply. This sweepstakes is void outside of New York State and where prohibited, taxed or restricted by law.

By entering this sweepstakes, each entrant – by her/him/their self or through his/her/their parent or guardian - fully and unconditionally agrees to be bound by these Official Rules and the decisions of the Sponsor described below, which will be final and binding in all matters relating to the sweepstakes. Entrants who do not comply with these Official Rules, or attempt to interfere with this sweepstakes in any way shall be disqualified.

2. Activity Book; How to Enter.

The Activity Book is a 16-page interactive publication entitled “Buffalo Unlimited Activity Book” and issued by Sponsor in November 2020, in coordination with the City of Buffalo, Buffalo & Erie County Public Library and Art x Love. Copies of the Activity Book are available at the Participating Branches of the Buffalo & Erie County Public Library set forth below or can be downloaded as a printable PDF document at: tpl.org/buffaloparksplan

There are two ways to enter the sweepstakes: (1) by completing at least one-half of the Activity Book and either returning it in person to one of the Participating Branches, or by mailing it to the Mailing Address set forth below, or (2) by legibly writing, by hand and in ink, on a plain sheet of paper, your full name, residential address, telephone number, month and year of birth, the printed name and dated signature of a parent or guardian if entrant is a minor, and, optionally, at least one thing you love about Buffalo Parks, and one thing
you would like to change, and by mailing the completed sheet of paper in a standard business-size envelope to the Mailing Address set forth below.

Only entries meeting the requirements set forth in this Section 2 are eligible for the drawing. Any form of entry other than described in this section is prohibited, and no typed, copied or forged entries, or electronically / digitally-submitted entries will be accepted. It is specifically intended by Sponsor that no entry may be made, or data collection conducted, using the Internet.

The Participating Branches are located as follows:

Central Branch (downtown Buffalo), 1 Lafayette Sq., Buffalo, NY 14203
Crane Branch Library, 633 Elmwood Ave., Buffalo, NY 14222
Dudley Branch Library, 2010 S. Park Ave., Buffalo, NY 14220
East Clinton Branch Library, 1929 Clinton St., Buffalo, NY 14206
Elaine M. Panty Branch Library, 820 Tonawanda St., Buffalo, NY 14207
Frank E. Merriweather, Jr. Branch Library, 1324 Jefferson Ave., Buffalo, NY 14208
Isaias Gonzalez-Soto Branch Library, 280 Porter Ave., Buffalo, NY 14201
Leroy R. Coles, Jr. Branch Library, 1187 E. Delavan Ave., Buffalo, NY 14215
North Park Branch Library, 975 Hertel Ave., Buffalo, NY 14216

The Mailing Address is: Buffalo Unlimited Activity Book Sweepstakes, c/o ART x LOVE, 157 South Main Street, Akron, OH 44308

Receipt of entries will not be acknowledged. Proof of submission will not be deemed to be proof of receipt by or on behalf of Sponsor. Sponsor is not responsible for lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, misdirected, postage-due, corrupted or garbled entries, any or all of which may be disqualified at Sponsor’s sole discretion, or for delivery or communication problems of any kind, whether meteorological, mechanical, human, electronic or of other cause.

3. Ownership of Entries; Entrant Confirmation; Return of Activity Book

All entries (including each entrant’s work product contained in each entrant’s Activity Book or alternative means of entry), when received, become the sole and exclusive property of Sponsor. Sponsor, as owner of such work product, shall hold the right to publish and reproduce such work product, and to license and/or assign its rights to same.

Further, each entrant, or, as applicable, a parent or guardian of a minor entrant, irrevocably grants the Sponsor and its successors and assigns, a perpetual right to use such entrant’s name, likeness, and biographical information, and any other personal characteristics, in any and all media, for any purpose in support of its charitable mission, including without limitation, fund raising and promotional purposes, and each entrant and/or prize winner hereby forever releases Sponsor, and any parties relying on Sponsor’s rights for such use, from any liability with respect thereto. The foregoing notwithstanding, Sponsor agrees that it shall not use entrant’s personal data or likeness for any purpose not described above, nor shall Sponsor sell such data to third parties.

Sponsor reserves the right to request signed instruments from any entrant or, as applicable, the parents or guardians of any entrant, confirming the signing party’s agreement to all of the terms and conditions
contained in these Official Rules, and to condition the award or delivery of prizes upon the receipt of such signed confirmation.

An entrant may request in writing the return of the Activity Book submitted by the entrant. Any such request must contain the entrant’s mailing address and alternate contact information being either an email address or a telephone number or both. As an accommodation to the requesting entrant, Sponsor will use reasonable efforts to return the requested materials, it being understood, however, that any inability or failure of Sponsor to return such material shall not expose Sponsor to liability of any kind. Further, any return of materials to an entrant shall not diminish or otherwise alter Sponsor’s rights under the Official Rules.

4. Start and End Dates

The start of this sweepstakes occurs on the earlier of (i) when Sponsor releases the Activity Book to the Participating Branches for distribution, and (ii) when Sponsor makes the Activity Book available as a download on Sponsor’s website. The extended end, or closing date, of this sweepstakes is April 3, 2021, the Deadline Date, which date may be further extended by Sponsor if Sponsor so elects (see Sec. 1).

5. Random Drawing; Odds

Each entry shall be assigned a unique number and the drawing shall be conducted using a random number generator or such other generally-recognized means or method of conducting chance-based sweepstakes drawings. The drawing will be conducted by Sponsor and/or Sponsor’s representative after the Deadline Date but not later than July 5, 2021. Sponsor reserves the right to conduct additional draws, with the additional selected entries being deemed back-up winning entries to be used in the order drawn, solely in the event that one or more winning entry or entries is or are disqualified, or there are unclaimed or uncollected prizes following the completion of the sweepstakes. Only one prize will be awarded to a winning entrant: following a winning draw, that winning entrant’s entry shall no longer be eligible for subsequent draws.

The odds of winning depend on the number of eligible entries received for the sweepstakes.

6. Prizes

This sweepstakes shall award a total of twenty (20) separate prizes pursuant to separate, sequential draws. The prizes and each prize’s approximate retail value (ARV) are listed in the table below, and the winning draws for the prizes will be made in the indicated ascending numerical order, 1 through 20:

| Prize #1  | Basketball (ARV $16.99) |
| Prize #2  | Basketball (ARV $16.99) |
| Prize #3  | Basketball (ARV $16.99) |
| Prize #4  | Soccer Ball (ARV $20.00) |
| Prize #5  | Soccer Ball (ARV $20.00) |
| Prize #6  | Baseball Glove & Ball (ARV $46.94) |
| Prize #7  | Baseball Glove & Ball (ARV $46.94) |
| Prize #8  | Baseball Bat (ARV $39.99) |
| Prize #9  | Baseball Bat (ARV $39.99) |
| Prize #10 | Toboggan Sled (ARV $14.99) |
| Prize #11 | Toboggan Sled (ARV $14.99) |
| Prize #12 | $20 Gift Card Dick’s Sporting Goods (ARV $20.00) |
| Prize #13 | $20 Gift Card Dick’s Sporting Goods (ARV $20.00) |
| Prize #14 | $50 Gift Card Dick’s Sporting Goods (ARV $50.00) |
| Prize #15 | $50 Gift Card Dick’s Sporting Goods (ARV $50.00) |
| Prize #16 | $100 Gift Card Dick’s Sporting Goods (ARV $100.00) |
| Prize #17 | $100 Gift Card Dick’s Sporting Goods (ARV $100.00) |
| Prize #18 | Smartwatch (ARV $99.00) |
| Prize #19 | Smartwatch (ARV $99.00) |
| Prize #20 | Chromebook (ARV $199.99) |
The aggregate ARV of all prizes in this sweepstakes is $1,032.80. All prizes are non-transferable, and no substitutions or cash redemptions will be given, except at Sponsor’s election in its discretion.

7. Notification; Distribution of Prizes; List of Winners

Winning entrants will be contacted by Sponsor after the drawing using the contact information provided by entrants.

Sponsor will arrange for each prize to be delivered directly from the prize vendor to the winning entrant, using USPS, UPS, FedEx Ground or similar package carriers. Sponsor reserves the right to require the winning entrant, or winning entrant’s parent or guardian, to confirm package receipt by signature. However, Sponsor may elect, instead, to schedule an in-person event in Buffalo, New York for the distribution of prizes. In such case, winning entrants will be notified in advance by Sponsor.

If any prize notification or prize is returned as undeliverable, if any winner rejects his/her/their prize, or does not appear at a scheduled, in-person prize distribution event, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be identified for that prize. Upon prize forfeiture, no compensation will be given.

For any legally-required winners’ list and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to the Mailing Address set forth above.

8. Taxes and Fees

All federal, state and local taxes and/or fees resulting from prizes are the sole responsibility of the winning entrant or winning entrant’s parents or guardians, as applicable, and the winning entrant or winning entrant’s parents or guardians release Sponsor for any such liability.

9. Indemnification; Other Conditions

By participating, entrants and winners and, in the case of entrants and winners who are minors, a parent or guardian of such minors, agree to release, indemnify and hold harmless Sponsor, the City of Buffalo, Buffalo & Erie County Public Library, and Art X Love, LLC from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for or participation in this sweepstakes, or possession, acceptance and/or use or misuse of any prize, or participation in any sweepstakes-related activity, as well as for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. The agreement contained in this paragraph shall survive completion of the sweepstakes.

Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, New York, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including
without limitation lost profits may be awarded (collectively, "Special Damages"). Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

10. Additional Terms

Sponsor reserves the right to cancel, terminate, modify, extend or suspend this sweepstakes, in the exercise of its sole discretion, should, in Sponsor’s reasonable opinion non-authorized human intervention, fraud, technical difficulties, or other causes beyond its control corrupt or adversely affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Further, Sponsor reserves the right to disqualify, in the exercise of its sole discretion, any entrant Sponsor reasonably believes to be tampering with the entry process or the operation of the sweepstakes or Sponsor’s web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in Sponsor’s sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

11. Severability

Each provision of these Official Rules is severable from any and all other provisions of these Official Rules. Should any provision(s) of these Official Rules be for any reason unenforceable, the balance of these Official Rules shall nonetheless be of full force and effect.

12. Sponsor; Charitable Purpose

The Sponsor of this sweepstakes is The Trust for Public Land, a California non-profit public benefit corporation validly existing as a foreign non-profit corporation in the State of New York, with its New York office located at 666 Broadway, 9th Floor, New York, NY 10012.

This sweepstakes is conducted in direct furtherance of Sponsor’s charitable mission of creating parks and protecting land for people, ensuring healthy, livable communities for generations to come.

13. Revised Official Rules


End of Official Rules