

Golden Ticket Sweepstakes - Official Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN THE PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

The following sweepstakes is intended for viewing, or as applicable, participation in the United States only and shall only be construed and evaluated according to United States law. Participation in this Sweepstakes is void where prohibited. Do not proceed in this sweepstakes if you are not a legal resident of the United States or if you are a legal resident of the United States and you do not fall within the eligibility requirements set forth in the official rules below.

The entry period (the "Period") for the Golden Ticket Sweepstakes or Intellivision giveaway (the "Sweepstakes"), sponsored by Intellivision Media Assets, LLC. ("Sponsor"), will continue through to the first day of the official launch of the Intellivision Amico console in the United States or while supplies last, whichever shall occur first.

ELIGIBILITY:

The Sweepstakes is open to individuals who meet the following criteria: (a) are twenty-one (21) years of age or older as the date of entry, (b) legal residents of the United States (50 states and District of Columbia, but specifically excluding the territory of Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations and wherever restricted or prohibited by law) ("Entrant" or "entrant"). Sponsor, each of its respective partners, advertising, promotion and public relations agencies and their respective officers, directors, employees, representatives and agencies (collectively, the "Sponsor Affiliates") are not eligible to participate in the Sweepstakes and/or win a Prize.

Additionally, relatives of such employees or former employees are not eligible to win. For the purposes of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, aunts, uncles, cousins, brother, sister, children, children's spouses, and grandchildren. In addition, you are not eligible to participate or win a Prize in this Sweepstakes if you have been involved in the development, production, implementation and distribution of this Sweepstakes or any of the Intellivision websites or applications. By entering this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects and cannot be challenged or appealed.

HOW TO ENTER:

Entries received after the Sweepstakes Period will be void. All entries become the sole property of Sponsor and will not be acknowledged or returned. Any entry requesting a response or comment that does not follow the directions for the response will be disqualified and could be deleted from any venue used to enter.

Entry into the Sweepstakes during Period, can be made in one of the following ways: (1) purchase of an item in the Intellivision online merchandise shop at www.intellivisionamico.com. (2) sending a hand written note via mail to Intellivision Giveaway 18218 McDermott E Suite D, Irvine, CA 92614 with your full name, address, phone number, email and a hand written description of a fond memory while watching or playing video games in no less than 25 words.

Submissions cannot be mechanically reproduced through any automated means, must include proper postage to be received at the address above and hand written memory must be significantly unique for each entry. (3) sending an email to giveaway@intellivisionamico.com with full name, address, phone number, email and a hand typed description of a fond memory while watching or playing video games in no less than 50 words. Submissions cannot be submitted via automated means, must be properly addressed and typed fond memory must be significantly unique for each entry. Intellivision does not take any responsibility for emails that may be filtered by internet providers that employ junk email filters or similar technologies.

For those purchasing items or entering from outside of the Sweepstakes geography as defined above, Intellivision will make an effort to adhere to local laws but if local law prohibits participation in the Sweepstakes as defined in these Official Terms and Conditions, then Intellivision reserves the right to disqualify entrant from Sweepstakes.

PRIZES:

Prizes shall include no less than nine Intellivision Amico consoles valued at no less than \$2,249.91USD and various Intellivision branded apparel valued at no less than \$19.99. Intellivision shall pay for shipping expenses to ship Prizes to the Prizewinner's location provided the location is within the Sweepstakes geography as described above.

All expenses not specified herein, including, without limitation, all federal, state and local taxes, or other fees are each Prizewinner's sole responsibility.

PRIZEWINNER NOTIFICATION PROCESS:

The Potential Prizewinner will be notified within 72 hours of being selected via telephone, mail, email, Twitter, Facebook, or Instagram, or Social Media Private Message that he/she, subject to verification, is a Prizewinner. If a winner cannot be reached after a reasonable effort has been made during three (3) business days from Sponsor's first attempt, or if an entrant is found to be ineligible, an alternate Potential Prizewinner may be selected. If any Prize or Prize notification is returned as undeliverable, the winner may be disqualified, and an alternate Potential Prizewinner may be selected.

ADDITIONAL PRIZE INFORMATION: There is no substitution for any Prize or any portion thereof except as noted above and substitutions are solely at the Sponsor's discretion. The Prize is not transferable, assignable, or redeemable for cash. All Prize details are at Sponsor's sole discretion. If a prize, at the Sponsor's discretion, must be substituted, every effort will be made to substitute a prize similar in value and kind; the Sponsor shall not be held liable in any way for any claim if such a substitution is made. Prizes will be fulfilled within 2-4 weeks after verification of the respective prize's winner, subject to availability. Intellivision Media Assets, LLC is not responsible for lost or misdirected mail, email, or any mailing or email address not entered correctly. Prizewinner is solely responsible for the reporting and payment of any and all federal, state and local taxes any air travel taxes and/or expenses, including applicable departure taxes or fees, inspection charges, and security charges, as well as any other costs and expenses associated with acceptance and use of the Prizes not specified herein as being awarded.

Prizewinner may be issued an IRS form 1099-MISC based on the ARV the Prize. Sponsor will make a good-faith and conscientious choice in secure delivery methods but is held to the policies and practices of the prize fulfillers; therefore, the Sponsor is not responsible for nor to be held liable for any prize delivery from a third party. The Sponsor agrees to provide any order and tracking information regarding a prize if the Prizewinner requests it. The value of each Prize set forth above represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed.

ODDS OF WINNING:

The odds of winning depend upon the number of eligible entries received.

PRIVACY:

Except as otherwise stated in these official rules, the use of the information each entrant submits in this Sweepstakes is governed by these Official Terms and Conditions and Intellivision Media Assets privacy policy, which can be found at <https://www.intellivisionamico.com/privacy>.

RELEASE, HOLD HARMLESS AND INDEMNIFICATION:

BY ENTERING, ALL PARTICIPANTS IN THE SWEEPSTAKES, PARTICIPANT'S HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL SUCCESSORS AND/OR ASSIGNS RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, SPONSOR AFFILIATES, CARNIVAL CRUISE LINES AND ITS AFFILIATES AND/OR PARENT COMPANIES, FACEBOOK, TWITTER, INSTAGRAM, AND ALL VENDORS OR THOSE COMPANIES USED FOR TRANSPORTING AND DELIVERING PRIZES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES AND CAUSES OF ACTION FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES), LIABILITY, LOSS, COST, FEES (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, DAMAGE TO PERSON (INCLUDING DEATH) OR PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF THE ACCEPTANCE, POSSESSION, REDEMPTION, MISDIRECTION, USE OR MISUSE OF ANY PRIZE OR ANY PORTION OF ANY PRIZE (INCLUDING ANY ACTIVITY OR TRAVEL RELATED THERETO) OR PARTICIPATION IN THE SWEEPSTAKES AND THE ACTIVITIES OR FOR ANY AND ALL CLAIMS BASED ON RIGHTS OF PUBLICITY AND RIGHTS OF PRIVACY WHETHER ANY OF THESE THINGS ARE CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT OF THE SPONSOR AND/OR THE SPONSOR AFFILIATES.

NO WARRANTIES:

ALL PRIZES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." NEITHER SPONSOR, SPONSOR AFFILIATES, OR THOSE ENGAGED IN FULFILLING OR DELIVERING A PRIZE MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OR ENJOYMENT OF ANY PRIZE, OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES FOR A PRIZE, OR ANY PORTION THEREOF, ARE CONTAINED IN THE MANUFACTURERS' OR SERVICE PROVIDERS' WARRANTIES, AS RELEVANT.

All trademarks are the property of their respective owners. The use of certain companies' products and services as Prizes does not imply participation in, approval of, or endorsement of this Sweepstakes by such companies. By entering the Sweepstakes, entrants agree to waive any rights to claim ambiguity with the Official Rules.

LIMITATION ON LIABILITY / DISCLAIMER / OTHER REQUIREMENTS:

All entrants, as a condition of entry, agree to be bound by these Official Terms and Conditions and the decisions of Sponsor. Except where prohibited by law, by entering a Sweepstakes, each Entrant consents to the use of his/her name, voice, picture, likeness and biographical data and/or any other information contained in his/her entry in advertising, promotional and marketing materials by Sponsor without additional compensation, which may require, without limitation, winner to submit a photo via email and to compose a written statement to be used in advertising, promotional and marketing materials by Sponsor without additional compensation. In addition, by entering, all Prizewinners, except where prohibited by law, consent to submitting a photograph with the Prize won and/or interviewed about the Sweepstakes. In connection therewith, all entrants grant full permission and consent to Sponsor and the Sponsor Affiliates to utilize any of the results of such photographing, filming, taping and/or interviewing in any and all media now known or hereafter devised and hereby release Sponsor and the Sponsor Affiliates from all liability related thereto. Prizewinners may be required to provide their mailing address (not a post office box) and phone number in order to receive a prize or to sign, have notarized and return an affidavit of eligibility and liability/publicity release (if a U.S. resident) within five (5) days of receipt of such document(s) or Prize will be forfeited. All Prize claims and winner materials will be verified by Sweepstakes Sponsor. If the Sweepstakes becomes compromised, hampered, interrupted, not capable of running as planned, rendered impossible of performance in any way or prevented, including, without limitation, because of any kind of computer viruses, bugs, electronic, hardware, software, Internet, network, technical or telephone failures, tampering, unauthorized intervention, fraud, an event of force majeure or any other cause created by Sponsor and/or anyone or entity associated with fulfilling or delivering prizes, the user, or by any of the equipment or programming associated with or utilized in the Sweepstakes, Sponsor reserves the right, at its sole discretion, to change the Official Rules, to cancel, modify, suspend or withdraw the Sweepstakes or any Sweepstakes offer and/or cancel, modify, suspend or withdraw any method of entry, without notice, and select Prizewinners from all entries received for the Sweepstakes prior to or after the cancellation, modification, suspension or withdrawal. As used herein, an event of force majeure shall be deemed to include, without limitation, an act of God; an act of terrorism, war, riot or civil commotion, fire, casualties, equipment failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union), labor or material shortage, transportation interruption of any kind, an act, regulation, order or request of or by any federal, state or local authority or quasi-governmental entity (whether or not the act, regulation, order or request proves to be invalid); or any other similar or dissimilar act beyond the Sponsor's control. Sponsor reserves the right, in its sole discretion, to cancel, suspend and/or modify this Sweepstakes, and Sponsor can perform the random drawing from among all eligible entries received prior to such cancellation, suspension or modification of the Sweepstakes. Prizewinner, by acceptance of any Prize, agrees to release Sponsor and Sponsor Affiliates from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of

any Prize or while traveling to and from a location to obtain or use any Prize. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority. Neither the Sponsor nor the Sponsor Affiliates is not responsible for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by Sponsor or Sponsor Affiliates, the user or by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes and which may limit a participant's ability to participate in this Sweepstakes. Entries that are incomplete, illegible or corrupted are void and will not be accepted. Any person who supplies false information, enters by fraudulent means, or is otherwise determined to be in violation of these official rules in an attempt to obtain any Prize will forfeit the Prize won and may be prosecuted to the fullest extent of the law. Neither the Sponsor nor the Sponsor Affiliates is not responsible or held liable for delivery of any prize or communication due to erroneously entered information, lost and/or misdirected email or mail. All Entrants, as a condition of entry, agree that they have not purchased any kind of Internet service whatsoever in order to participate in and/or enter the Sweepstakes. Each entrant further agrees to not knowingly: damage or cause interruption of the Sweepstakes; prevent others from using the Sweepstakes; or obtain or modify another user's non-public account information without their consent. Submission of an entry is acknowledgment of and agreement to be bound by all terms and conditions of these official rules. In the event of a dispute concerning who submitted an e-mail or other electronic entry, the entry will be declared to have been made by the authorized account holder of the e-mail address submitted or account holder of the social media account at time of entry. In the event an email address is not required for a social media platform used for entry, the account holder of that platform's social media account is considered the Potential Prizewinner. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address or in the cases where an email address is not required for the account, then the authorized account holder is the person named as the owner of said account. All Entrants entering any giveaways associated with this campaign, whether through Facebook, Twitter, or Instagram agree to completely release Facebook, Twitter, or Instagram from any liability associated with the promotion/giveaways as well as understand that the neither the promotion nor of any of its giveaways are in any way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, nor Instagram.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL AND/OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY SWEEPSTAKES ENTRANT MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor can modify these official rules in any way or at any time, as long as Sponsor gives reasonable notice.

GOVERNING LAW AND VENUE:

The Sweepstakes shall be governed by, construed, and enforced in accordance with the laws of the State of California. Any action by Entrant or any third party brought to enforce these rules or, in connection with any matters related to the Web Site shall be brought only in either the State or Federal Courts located in Anaheim, California, and Entrant expressly consents to the jurisdiction of said courts. Each participant agrees (i) that any or all lawsuits brought by participants pursuant to these Official Rules or the Sweepstakes will be brought in the courts located in Anaheim, California and (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action. Sweepstakes participants hereby waive any and all objections to personal jurisdiction. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred including, without limitation, costs associated with entering this Sweepstakes but in no event attorneys' fees. Under no circumstances will Sweepstakes participants be permitted to obtain awards for, and hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Out-of-pocket expenses to enter the giveaway will be limited to local (to the entrant) transportation to a free internet service provider and free use of a computer as for example, a library. Intellivisionamico.com and all of the related pages, contents and code are Copyright © 2020 Intellivision Media Assets, LLC. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited. All rights reserved. Facebook; Twitter; Instagram; or any vendor, retailer, or transporter of any prize are not sponsors of this Sweepstakes and are not responsible for the administration, execution, or conduct of the Sweepstakes.

SPONSOR

Intellivision Media Assets, LLC is the sole Sponsor of this sweepstakes.

Intellivision Media Assets, LLC
18218 McDermott E Suite D
Irvine, CA 92614

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