

Contest Rules

Fly Creek Cider Mill & Orchard, Inc. organizes and sponsors promotions, giveaways, and contests awarding various prizes to participants. The promotions, giveaways, and contests are regulated by Contest Rules (hereinafter "Rules"). Participation in any of these contests constitutes the Participant's agreement and acceptance of these Rules. All federal, state, local, municipal laws and regulations apply.

The person guessing the correct or closest to weight of the pumpkin is eligible to win.

Eligibility:

This Contest is open to Fly Creek Cider Mill Flavorful Rewards Members who fill out a weight guessing slip printed at the bottom of receipts from purchase in the Mill Store Marketplace. This contest is only available to Rewards members who guess the weight on the official slip and in doing so acknowledge they have read and understand the Rules. Employees of Fly Creek Cider Mill & Orchard, Inc., Employees of Sponsor, and other companies associated with the promotion of the Contest, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members (spouse, parents, siblings, and children) and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all federal, state, local, municipal laws and regulations.

Contest Period: October 2 – November 7, 2021

Entry Rules:

Flavorful Rewards Members may guess the weight of our giant pumpkin with each purchase. Weight guessing forms are printed at the bottom of each receipt and multiple entries are allowed. Incomplete or illegible entries disqualified by Fly Creek Cider Mill & Orchard, Inc.. Members may enter the Contest with each purchase. Any attempt of circumvention of the rules will result in immediate disqualification from the Contest.

Original Content Ownership:

By participating in the Contest, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the Participant to enter the Contest. The Participant further claims and guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any [photo, audio file, video, text, etc.]. Any unauthorized use of material could be subject to fines, royalty fees, and/or legal action for which the Participant agrees to indemnify, defend and hold Fly Creek Cider Mill & Orchard, Inc. harmless. Fly Creek Cider Mill & Orchard, Inc. may use any [photo, audio file, video, text, etc.] on-demand on Fly Creek Cider Mill & Orchard, Inc.'s or its affiliates' websites.

Rights Granted by Contest Participants:

By entering this Contest your photo, images, video, audio or text the Participant understands and agrees that Fly Creek Cider Mill & Orchard, Inc. and/or anyone acting on behalf of Fly Creek Cider Mill & Orchard, Inc. has the right, where permitted by law, to use the content and personal information for any promotional purposes without limitation and without any further compensation, notice, review, or consent.

Disclaimer of Responsibility:

Fly Creek Cider Mill & Orchard, Inc. is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Fly Creek Cider Mill & Orchard, Inc..

Prizes:

The PRIZE will be awarded to the Member who correctly guesses the weight of the pumpkin at time of delivery to the Fly Creek Cider Mill. In the event of multiple correct guesses one winner will be randomly drawn from all the correct guesses. The Grand Prize will ONLY be given if the Fly Creek Cider Mill & Orchard, Inc. receives a MINIMUM of 300 entries. If there are less than 300 entries submitted the contest is null and void. The Winning weight guess Member of the Contest (hereinafter "Winner") will receive the \$200 Gift Card. The prize cannot be redeemed for cash or substituted for another prize, and is non-transferable. Prize-related expenses including all federal, state, and local taxes represent the sole financial responsibility of the Winner. The prize is given with no written, express, or implied warranty. Any prize not claimed within 10 days will be forfeited by the winner and remain the property of Fly Creek Cider Mill & Orchard, Inc.. Acceptance of the prize gives Fly Creek Cider Mill & Orchard, Inc. permission to use the Winner's personal details and [photo, audio file, video, text, etc.] for advertising purposes without further compensation, unless it is prohibited by law.

Winner Selection and Notification:

Winner will be selected by Fly Creek Cider Mill & Orchard, Inc.. Winner will be informed about the prize by e-mail message within 10 days following the Winner selection to claim the prize. Fly Creek Cider Mill & Orchard, Inc. is not responsible if the Winner fails to receive the notice about the prize due to any security settings or provision of incorrect contact information. If the Winner fails to respond within the required time period, the prize may be forfeited and an alternate Winner may be selected. If the Winner is considered a minor in their place of residence, Fly Creek Cider Mill & Orchard, Inc. reserves the right to place the prize in the name of the Winner's parent or legal guardian who will be requested to sign the Declaration of Claim on the Winner's behalf. Acceptance of the prize given in this Contest is in accordance with any and all federal, state, and local laws and regulations. If the Winner is disqualified for any reason, Fly Creek Cider Mill & Orchard, Inc. is not obliged to provide an alternate prize or extend the Contest Period in any way, and all privileges as Winner will be terminated immediately. Participants who provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

How to Claim the Prize:

The Winner can choose to have their prize mailed, or to pick up their prize at Fly Creek Cider Mill & Orchard, Inc.'s business office located at 288 Goose Street. The prize may be picked up any time between the hours of 9:00AM and 6:00PM (EST) Monday-Friday, excluding holidays. If the prize is mailed to the Winner, they assume the risk of the prize's safe arrival.

Terms & General Conditions:

Fly Creek Cider Mill & Orchard, Inc. reserves the right to cancel, terminate, modify or suspend the Contest should the minimum number of entries (300) is not achieved, non-authorized human intervention, fraud, or any other cause affect the administration, security, fairness, or proper conduct of the Contest. If such case occurs, Fly Creek Cider Mill & Orchard, Inc. may select the Winner from all eligible entries. Any attempt by an entrant to deliberately damage the Winner selection process and the legitimate operation of the Contest may be a violation of criminal and civil laws.

Limitation of Liability:

By entering the Contest, you agree to release and hold harmless Fly Creek Cider Mill & Orchard, Inc. 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 Contest 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, 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 Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

Disputes and Arbitration

THIS CONTEST IS GOVERNED BY THE LAWS OF NEW YORK STATE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the 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 Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction.

Privacy Policy

Information submitted with an entry is subject to the Privacy Policy stated on the Fly Creek Cider Mill & Orchard, Inc. website. To read the Privacy Policy, visit flycreekcidermill.com.

Sponsor

The Sponsor of the Contest is Fly Creek Cider Mill & Orchard, Inc., 288 Goose Street, Fly Creek, NY 13337 USA.

Facebook, Google & Instagram:

Fly Creek Cider Mill & Orchard, Inc. may utilize Facebook, Google & Instagram to promote the contest. The Participant understands and agrees that any such promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Google or Instagram.

By submitting a weight guess on the Contest Form, you, the Participant, have reviewed, accepted, and agreed to all of the Contest Rules, Guidelines and Text Above.