



Contest Rules 2023

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 First Team Member to Trade their TEAM PIN at the Mill is eligible to enter and win. A PURCHASE OR CONTRIBUTION TO Fly Creek Cider Mill & Orchard, Inc. WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility:

This Contest is open to team players who are the first from their team to trade their team pin for the Mill's pin in the checkout/register room of the Mill Store Marketplace. The Contest is only open to Players who fill out the official entry form and 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: June 3, 2023 – August 26, 2023

Entries will be accepted at the Mill starting June 3, 2023 at 9:00AM and ending at 3:00PM August 26, 2023 EST. Entries that are submitted before or after the Contest Period will be disqualified.

Entry Rules:

The Contest must be entered by Team Players at the Cooperstown Dreams Park and Cooperstown's All-Star Village who are the FIRST from their team to exchange their TEAM PIN for the Fly Creek Cider Mill's Pin in the Mill Store Marketplace Checkout/Register Room and after submitting the official entry form. The Pin must be the official team pin for the 2023 playing season to be eligible to win a prize. Incomplete entries or entries that have not acknowledged the rules, requirements, and specifications will be disqualified by Fly Creek Cider Mill & Orchard, Inc.. Players may enter the Contest only once and you need to provide any information that might be necessary. 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 and trading your Team Pin your photo, pin or other 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 Grand Prize will ONLY be given if the Fly Creek Cider Mill & Orchard, Inc. receives a MINIMUM of 700 entrees. If there are less than 700 entrees submitted the contest is null and void. The Winning TEAM of the Contest (hereinafter "Winner") will receive the \$5000 Grand Prize with the team's completed IRS FORM W-9. 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 or without a submitted IRS FORM W-9 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 random under the supervision of 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. Winners are required to provide (1) a valid government-issued photo identification depicting the proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Fly Creek Cider Mill & Orchard, Inc. reserves the right to deny awarding the prize if the winner fails to provide a satisfactory identification.

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 entrees (700) 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 checking the square on the Contest Form, You, the Participant, have reviewed, accepted, and agreed to all of the Contest Rules, Guidelines and Text Above.

Reminder: A minimum 700 Entries from the 2023 Tournament Season must be submitted to run the contest.