

BIKEPACKING.com “Mother of Bikepacking Kits Giveaway” Terms & Conditions

April 5, 2016

1. The **“Mother of Bikepacking Kits Giveaway”** sweepstakes is promoted by [BIKEPACKING.com](#) LLC, Big Agnes, and Revelate Designs, and is being fulfilled by [BIKEPACKING.com](#) LLC.
2. No purchase is necessary to enter. Doing business with [BIKEPACKING.com](#), Revelate Designs or Big Agnes will not improve one’s chances of winning.
3. One entry per person. Multiple entries will result in disqualification.
4. Odds of winning depend upon the number of entries.
5. Enter the sweepstakes by filling out the form and clicking the ‘Enter the Giveaway’ button. This action ensures you have read and agree to the Terms and Conditions. Potential entrants will be signed up for the [BIKEPACKING.com](#) monthly email newsletter and required to confirm subscription in order to be entered in to the drawing. After the contest, partners Big Agnes and Revelate Designs may also be contacting entrants with offers via email. Information will not be shared or distributed to any additional parties.
6. Contest runs from **12:01am EST April 5, 2016 to 11:59 pm EST May 4, 2016**. One winner will be drawn at **8am EST, May 5, 2016**.
7. Prize: **“Mother of Bikepacking Kits” Winner will receive a ‘bikepacking kit’ product package containing the following: 1 Big Agnes Pitchpine UL 45 Sleeping Bag (Regular length), 1 Big Agnes Fly Creek UL2 mtnGLO Tent, 1 Big Agnes Q-Core SL Sleeping Pad (20x72”)**, 1 Revelate Designs Tangle Frame Bag (size medium), 1 Revelate Designs Terrapin Seat Pack Harness, 1 Revelate Designs Sweetroll Handlebar bag, 1 Revelate Designs Gas Tank, 2 Revelate Designs Washboard Straps, 1 [BIKEPACKING.com](#) Tshirt, 1 [BIKEPACKING.com](#) can cooler. Prizes are non-transferable. No cash redemption. Requests for substitutions will not be allowed.
8. Sweepstakes entrants will be assigned a number chronologically in the order in which they enter the contest. From this range of numbers, one winner will be selected at random using random.org’s True Number Generator.
9. Sweepstakes winner will be notified via email.
10. Winner’s first name, city and state may be posted to the official [BIKEPACKING.com](#) **“Mother of Bikepacking Kits Giveaway”** sweepstakes post.
11. Winner must provide a legitimate mailing address for prize delivery.
12. Prizes unclaimed within two (2) weeks will be reallocated to the sweepstakes and a new drawing will be carried out.
13. Sweepstakes open only to individuals over the age of 18 residing in the United States of America and its territories (sorry). Employees of [BIKEPACKING.com](#), Big Agnes, and Revelat Designs, and members of their immediate families are not eligible.
14. This sweepstakes is void where prohibited by law.
15. Declaration of winnings and the payment of any federal income tax, state or local taxes (where applicable) are the responsibility of the winner.
16. Limitation of Liability: Entrants, by participating in the Sweepstakes, do release and agree to hold [BIKEPACKING.com](#) LLC harmless and to indemnify [BIKEPACKING.com](#) LLC from and against any and all liability, claims or actions of any kind whatsoever, for any injuries, losses, or damages, of any kind, to persons (including death or bodily injury) and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Sweepstakes prize. Entrants also hereby acknowledge that [BIKEPACKING.com](#) LLC has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Sweepstakes prizes.

17. Privacy: All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. All personal information submitted as part of the Sweepstakes may be shared by and between BIKEPACKING.com LLC, Revelate Designs, and Big Agnes and each of these entities will use such information in accordance with their respective independent online privacy policies.
18. Right to Publicize: Acceptance of a Sweepstakes prize constitutes permission for BIKEPACKING.com LLC, Big Agnes, and Revelate Designs to use the Sweepstakes prize winner's name, actual or simulated likeness and biographical information in connection with the "**Mother of Bikepacking Kits Giveaway**" or any other current or future sweepstakes sponsored by BIKEPACKING.com LLC (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the world, in all media and mediums BIKEPACKING.com LLC sees fit, whether now known or hereafter devised, without additional compensation, unless prohibited by law.
19. Binding Arbitration: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall apply North Carolina law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS.
20. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.
21. Governing Law and Jurisdiction: These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of North Carolina, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the state of North Carolina.
22. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
23. If you have questions or comments about this contest, please direct them to pedalingnowhere@gmail.com.