

Giveaway Rules

By submitting an entry to the Giveaway you acknowledge that you have read and agree to be bound by these Giveaway Rules and that you satisfy all eligibility requirements.

The Giveaway is open to all natural persons (.e. individuals, not businesses or other organizations) located in the United States 18 years or older at time of entry. The Sponsor (Morgan Cole) and the Sponsor's spouse are not eligible to enter or win. The Giveaway governed by the law of the state of Maryland, United States of America. The Giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. No purchase necessary to enter or win. A purchase will **not** improve your chances of winning.

HOW TO ENTER:

To enter the Giveaway, entrants may simply enter their email in the form on the Giveaway page on the Sponsor's website (morgancolewriting.com) and confirm their subscription to the Sponsor's mailing list/newsletter through the email they will receive (subject line: "Morgan Cole: Please Confirm Subscription"). Entrants who enter using this manner will receive two free fantasy short stories written by me, the Sponsor, as well as an exclusive excerpt from an upcoming novel. Newsletter subscribers will receive email notifications about other giveaways, as well as updates regarding free or low-price deals on the Sponsor's works and, occasionally, works by other, similar authors that the Sponsor thinks subscribers may enjoy.

Entrants may also enter by directly emailing the Sponsor (morgan.cole.writing@gmail.com), providing a copy of these rules, along with the entrant's *signature* (wet or electronic in the form of a typed legal name with a /s/ mark, as in the form /s/Morgan Cole) appended to a typed message in the body of the email indicating that they have read, understood, and agree to abide by these Giveaway Rules.

At any time, if they have a question as to whether they are entered in the giveaway, entrants may email the Sponsor (morgan.cole.writing@gmail.com).

The Sponsor reserves the right to follow up with suspicious/potential spam email addresses to ensure their legitimacy and that they belong to a natural person (examples may include but are not limited to addresses such as the following: winmoreprizes@throwaway.com, gfggggh@att.com, 12345666@gmail.com). The Sponsor reserves the right to remove email addresses that 1) appear to be associated with spamming activities, 2) do not appear to belong to an individual, natural person or 3) appear to be created solely for the purposes of this giveaway or other sweepstakes (i.e., throwaway emails) from Sponsor's email list and to disqualify them from the giveaway.

All entries must be received by the last giveaway date, March 22, 2020

PRIZES & APPROXIMATE RETAIL VALUES ("ARV"):

Maximum ARV of all prizes: \$30. Price includes: 1 paperback copy of Blood of Elves (the Witcher series, Book 1), 1 paperback copy of Marilia, the Warlord (the Chrysathamere Trilogy, Book I).

ODDS:

Odds of winning depend on number of eligible entries received during the Giveaway Entry Period. All entrants will have equal chance of winning.

HOW IT WORKS:

All those who sign up for the Sponsor's mailing list/newsletter via the Giveaway page will have their emails tagged as Giveaway entrants. They, along with those who enter by the other method (direct email communication with the Sponsor), will have their names added on the last day of the giveaway to a complete list of giveaway participants. The winner of the Giveaway will be selected via an **online random selector**: <https://miniwebtool.com/random-picker/> from the list (note that **those who have unsubscribed** to the newsletter prior to the last giveaway date may no longer be visible to the Sponsor on the list and thus will not be able to win).

The winner will be notified by email by midnight on **March 22**. They will have 5 business days (excluding Saturdays and Sundays) to confirm receipt of their prize and provide their mailing address; if they do not, or if the email address of the winner cannot be reached by the Sponsor, a new winner will be chosen via the same method described above. If the mailing address provided is not within the geographic parameters of the giveaway, a new winner will be selected. Within 10 days of receiving confirmation from the winner, the Sponsor will mail the prize to the mailing address provided, except that if the Sponsor dies or is otherwise incapacitated prior to 10 days after receiving confirmation from the winner, or if unforeseen Acts of God (natural disasters, terrorist attacks or uprisings, etc.) make delivery of the prize impracticable or impossible, the prize will not be awarded.

If such Acts of God or incapacitation of the Sponsor cause a delay in notification to the winner beyond March 22, the winner will still have 5 business days from whenever they receive the Sponsor's email notification to claim their prize.

If the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Giveaway Rules, the prize will be forfeited and may be awarded to an alternate winner. No substitutions are permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. Winner is responsible for all federal, state, local sales and income taxes. The Sponsor is responsible for shipping fees. Any other incidental expenses on prize not specified herein are the sole responsibility of the winner.

ADDITIONAL PROVISIONS:

Participating entrants agree to these Giveaway Rules and the decisions of the Sponsor, and release, defend and hold harmless the Sponsor and all other businesses involved in this Giveaway, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use or misuse of prize. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Giveaway or use or redemption of prize.

The winner acknowledges that the Sponsor and all other businesses concerned with this Giveaway and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, related to the quality, conditions, fitness or merchantability of any aspect of prize. In plain English, the prizes will either be ordered from Amazon or a similar online retailer and mailed directly to the

Winner, or ordered from Amazon or a similar online retailer to the Sponsor and then re-mailed to the winner. Given that the Sponsor plays no role in manufacturing or examining the prizes, any defects (such as missing pages, broken binding, etc.) in their manufacture or construction is not the responsibility of the Sponsor.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the “Authorized Account Holder” of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are **void**.

The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, illegible or incomplete entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Giveaway. By participating in the Giveaway, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Giveaway Rules may result in disqualification from the Giveaway. The Sponsor reserves the right to permanently disqualify from any giveaways, sweepstakes, or contests it sponsors any person it believes has intentionally violated these Giveaway Rules and cancel the Giveaway if it becomes technically corrupted (including if a computer virus, bot or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winner from among all eligible entries received prior to withdrawal. **Legal Warning: ANY ATTEMPT BY AN individual, whether or not an ENTRANT, TO DELIBERATELY DAMAGE, destroy, tamper or vandalize this WEB SITE OR interfere with the OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS and THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES and diligently pursue all remedies against ANY SUCH individual TO THE FULLEST EXTENT PERMITTED BY LAW.**

This Sweepstakes shall be governed by and interpreted under the laws of the State of Maryland, USA. without regard to its conflicts of laws provisions. By participating, entrants agree that any and all disputes arising out of or relating in any way to this Sweepstakes shall be litigated only in courts sitting in Maryland, U.S.A.

In the interests of privacy, entrants’ email addresses and other information will **not** be disclosed to third parties and will be used for the purposes of administration of the Giveaway. A truncated version of the winner’s email address (i.e. m***g@gmail.com for morgan.cole.writing@gmail.com) may be provided to entrants only upon request in connection with a query as to the outcome of the Giveaway as proof of the Giveaway’s

legitimacy. The full email address or other information of any entrant or winner will not be disclosed except as necessary to protect the Sponsor from liability in connection with potential legal claims related to the Giveaway.