

OFFICIAL RULES

Terms, Conditions and Rules (the “Rules”) for Sponsor’s “Be LakeWise” 2023 Online Sweepstakes (the “Promotion”)

This Promotion is governed by the laws of the State of Texas, and all claims must be resolved in the federal or state courts located in Texas. You are not authorized to participate in the Promotion if you are not located within the United States.

1. **Sponsor.** The sponsor of this Promotion is the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas, 3700 Lake Austin Blvd., Austin, Texas, 78703 (the “Sponsor”).
2. **Eligibility.** Entrant must be a legal resident of the United States and at least 18 years of age as of 5/22/2023. Subsidiaries, affiliates, advertising and promotion agencies, of the Sponsor are not eligible to enter. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED. All federal, state, and/or local rules and regulations apply. By accessing and entering the Promotion, each entrant represents and warrants that he or she meets all eligibility criteria set out in these Rules.
3. **How to Enter.** Eligible entrants must have an Instagram account to enter the Promotion. An Instagram account can be obtained by visiting www.instagram.com. By submitting your information and creating an account, you will be required to agree to the Instagram terms of service and privacy notice. If you do not agree to Instagram’s terms of service and privacy policy, you cannot create an account or participate in this Promotion. The “Entry Period” begins on May 24, 2023 and ends on the Drawing Date (the “Entry Period”). During the Entry Period, you must (i) like the specified post on Instagram by @lowercoloradoriverauthority (the “Post”), (ii) follow @lowercoloradoriverauthority and @floatonboatrentals on Instagram, and (iii) tag a friend in the comments on the Post. Successful completion of these steps by an eligible entrant will result in an entry. An eligible entrant can earn an additional entry for each additional comment on the Post which tags another Instagram user. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted, or garbled entries, which will be disqualified, or for any failure to receive entries due to transmission errors or technical failures of any kind, including but not limited to malfunction of any network, hardware, or software, whether originating with entrant or Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor.
4. **How to Win; Odds of Winning.** One winner (the “Winner”) will be selected in a random drawing from all eligible entries received during the Entry Period by Sponsor, whose decisions are final and binding in all matters relating to the Promotion. Odds of winning depend on the number of eligible entries received. Potential winner will be notified by Instagram message on or about 6/5/2023 (the “Drawing Date”). Each entrant selected as a potential Winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all these requirements.
5. **Prizes.** The following prize will be awarded: One 4-hour weekday boat rental (Monday-Thursday and excluding holidays) with Float On Boat Rentals (the “Prize”). The total approximate retail value of the Prize \$795. Sponsor makes no warranties with regard to the Prize, and Winner agrees to accept the Prize as is, where is. Sponsor is not responsible for any shipping, delivery, taxes, expenses, or costs associated with the Prize. Prize is not transferable. No substitution of prizes by Winner is allowed, but Sponsor reserves the right to substitute a prize of equal or greater value. Prize is not redeemable by Winner for cash value. All taxes, fees, and surcharges on Prize are the sole responsibility of Winner.
6. If the Winner cannot be contacted within five (5) calendar days of first notification attempt, if Prize or Prize notification is returned as undeliverable, if Winner rejects the Prize or in the event of noncompliance with these Rules, the Prize will be forfeited and an alternate Winner will be selected from the remaining eligible entries. If a Prize is forfeited, no compensation will be given.

7. Conditions. By accessing, participating in, or completing the Promotion, entrants and Winner agree to release and hold harmless Sponsor, as well as its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors, from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or use or misuse of Prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery. Sponsor is not responsible if the Promotion cannot take place or if any Prize cannot be awarded due to travel cancellations, delays, or interruptions due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.
8. Miscellaneous. All entries become the sole property of Sponsor and none will be acknowledged or returned under any circumstances.
9. A potential Winner may be requested to provide proof of identity and confirmation of ownership of the email address and Instagram profile associated with the winning entry.
10. If for any reason the Promotion is not capable of proceeding as planned, including due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error, or any other causes that affect the security or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Promotion.
11. Sponsor is not responsible for any: (a) error, interruption, deletion, defect, or delay in operation or transmission; (b) communications failure; (c) loss, theft, or destruction of entries; (d) unauthorized access to or alteration of entries; (e) technical malfunction or problem with any telephone network or lines, computer or online systems, computer equipment, or software; (f) failure of any e-mail or entry to be received by Sponsor (including due to technical problems or traffic congestion on the Internet or at any website); or (g) any injury or damage to entrant's or any person's computer related to or resulting from participation or downloading any materials related to or in conjunction with the Promotion.
12. Sponsor may prohibit an entrant from participating in the Promotion or winning the Prize if, in its sole discretion, it determines that the entrant is attempting or likely to undermine the legitimate operation of the Promotion, including by cheating, hacking, deception, use of automated quick entry programs or other unfair playing practices, or intends or is likely to annoy, abuse, threaten, or harass any other entrants or Sponsor representatives.
13. Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may violate criminal or civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from that person to the fullest extent permitted by law, in addition to any other legal and/or equitable remedies that are or may be available.
14. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with the Privacy Policy set out below. Please review the Privacy Policy carefully. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information in accordance with Sponsor's privacy policy, and entrants acknowledge that they have read and accepted Sponsor's privacy policy.

PRIVACY POLICY

Definitions

When used in this Privacy Policy, the following terms have the following meanings:

- “LCRA”, “We”, “Us”, “Our”, and “Ours” mean and refer to the Lower Colorado River Authority, a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution.
- “Sweepstakes” means LCRA’s 2023 Be LakeWise online promotion.
- “Terms” means collectively the Sweepstakes Official Rules and the Privacy Policy set out below.
- “You”, “Your”, and “Yours” mean and refer to the person accessing the Sweepstakes.

Introduction

LCRA respects Your privacy and is committed to protecting it through our compliance with this Privacy Policy. This Privacy Policy describes the types of information we may collect from You or that You may provide when You visit the Sweepstakes and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Privacy Policy applies to information we collect:

Via the Sweepstakes;

In email, text, and other electronic messages between You and LCRA;

It does not apply to information collected by:

Us offline or through any other means, including on any other website operated by or on behalf of LCRA; or

Any third party, including through any application or content that may link to or be accessible from the Sweepstakes.

Please read this Privacy Policy carefully to understand our policies and practices regarding Your information and how we will treat it. If You do not agree with our policies and practices, Your choice is not to access the Sweepstakes. By accessing or entering the Sweepstakes, You agree to this Privacy Policy. This Privacy Policy may change from time to time. Your entry into the Sweepstakes after we make changes is deemed to be acceptance of those changes, so please check the Privacy Policy prior to entry.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of the Sweepstakes, including information: By which You may be personally identified, such as name, postal address, e-mail address, telephone number, social security number or federal tax ID number (“**personal information**”);

That is about You individually, such as information entered or initiated by You through the Sweepstakes;

That is about You but individually does not identify you, such as aggregated usage metrics; and/or About Your internet connection, the equipment You use to access the Sweepstakes, and usage details.

We collect this information:

Directly from You when You provide it to us; and

Automatically as You navigate through the Sweepstakes. Information collected automatically may include usage details, IP addresses, and information collected through cookies.

Information You Provide to Us

The information we collect on or through the Sweepstakes may include:

Information that You provide by filling in forms in the Sweepstakes, including information provided at the time of registration. We may also ask You for information when You report a problem with the Sweepstakes;

Records and copies of Your correspondence (including email addresses), if You contact us; and

Details of Your activity throughout the Sweepstakes.

Information We Collect Through Automatic Data Collection Technologies

As You navigate through and interact with the Sweepstakes, we may use automatic data collection technologies to collect certain information about Your equipment, browsing actions, and patterns, including:

Details of Your visits to the Sweepstakes, including traffic data, location data, logs, and other communication data and the resources that You access and use in the Sweepstakes; and
Information about Your computer and internet connection, including Your IP address, operating system, and browser type.

The technologies we use for this automatic data collection may include cookies (or browser cookies). A cookie is a small file placed on the hard drive of Your computer. You may refuse to accept browser cookies by activating the appropriate setting on Your browser. However, if You select this setting You may be unable to access certain parts of the Sweepstakes. Unless You have adjusted Your browser setting so that it will refuse cookies, our system will issue cookies when You direct Your browser to the Sweepstakes.

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications through which the Sweepstakes is provided may be served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about You when You use the Sweepstakes. The information they collect may be associated with Your personal information or they may collect information, including personal information, about Your online activities over time and across different websites and other online services. They may use this information to provide You with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used.

How We Use Your Information

We use information that we collect about You or that You provide to us, including any personal information:

To present the Sweepstakes and its contents to You;
To provide You with information and services that You request from us;
To fulfill any other purpose for which You provide it;
To provide You with notices about Your entry into the Sweepstakes;
To carry out our obligations and enforce our rights arising out of the Terms;
To notify You about changes to the Sweepstakes or results of the Sweepstakes;
In any other way we may describe when You provide the information; and
For any other purpose with Your consent.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or You provide as described in this Privacy Policy:

To contractors, service providers, and other third parties we use to support our business and operations;
To fulfill the purpose for which You provide it;
For any other purpose disclosed by us when You provide the information; or
With Your consent.

We may also disclose Your personal information:

To comply with any court order, law, or legal process, including to respond to any government or

regulatory request;

To enforce or apply any applicable provisions of the Terms;

If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of LCRA, our customers, or others.

You acknowledge that LCRA and its affiliates are subject to certain statutory obligations regarding the retention, disclosure, and public availability of information in their possession, custody or control, including but not limited to the Texas Local Government Records Act (ch. 201, Texas Local Government Code), the Texas Open Meetings Act (ch. 551, Texas Government Code), and the Texas Public Information Act (ch. 552, Texas Government Code). Nothing in this Privacy Policy is intended or may be construed to limit or prevent compliance with such obligations by LCRA or its affiliates.

We do not control third parties' collection or use of Your information.

Data Security

The safety and security of Your information depends on You. Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect Your personal information, we cannot guarantee the security of Your personal information transmitted to or through the Sweepstakes. Any transmission of personal information is at Your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in the Sweepstakes.

Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at: social@lcra.org.