

# EXPERIENCE KISSIMMEE THE GREAT GIFT GIVEAWAY SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The Experience Kissimmee Great Gift Giveaway Sweepstakes (the "Sweepstakes") starts on Sunday, December 2, 2018 and ends on Monday, December 31, 2018 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States and the District of Columbia (excluding Florida), who are age 25 or older at the time of entry. Void in Alaska, Florida, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Experience Kissimmee (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** Visit [www.experiencekissimmee.com/giftgiveaway](http://www.experiencekissimmee.com/giftgiveaway) and complete the entry form, including, but not limited to, your name, email address, zip code and country, and submit (the "Entry"). **Entries must be received during the sweepstakes period, between Sunday, December 2, 2018 and Monday, December 31, 2018.** Entrants are subject to all notices posted including but not limited to the Sponsor's Privacy Policy which can be found at <https://www.experiencekissimmee.com/privacy>.

**Limit: One (1) Entry per person per day regardless of whether entrant has more than one email address.** All entries become the property of the Sponsor and will not be acknowledged or returned.

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:** There is one (1) Grand Prize available to be won. The Grand Prize includes a trip package for four (4) people, winner and three (3) guests, to Kissimmee, Florida. Grand Prize trip package includes:

- Round-trip, coach-class air-transportation for winner and three (3) guests to Orlando, Florida, from a major airport within the 48 contiguous US nearest the winner's residence as determined by Sponsor;

- Four (4) days / three (3) nights accommodations;
- Standard car rental for duration of trip;
- Four (4) 1-Day passes to a local theme park;
- Four (4) 1-Day passes to a local attraction.

**The ARV of Grand Prize: \$5000.00.** The ARV may vary based upon dates of travel and point of departure. The difference between the ARV and actual value of the Grand Prize will not be awarded.

Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winner will be selected in a random drawing on or about **Wednesday, January 15, 2019** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Travel companions of winner will also be required to sign a Travel Companion Liability & Publicity Release. Noncompliance will result in disqualification and an alternate winner may be selected. **Trip must be taken between February 1, 2019 and December 28, 2019 or prize will be forfeited in its entirety.** The prize package will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

**PRIZE CONDITIONS:** Prize is not redeemable for cash. Prize is not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

**All travel related expenses, including but not limited to, ground transportation to and from home, taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses such as telephone/Internet charges, and gift shop purchases are the sole responsibility of prize winner. Winner and travel companions must travel on same itinerary. Winner and travel**

**companions must have valid photo ID and any other required documentation prior to departure.** Travel is subject to availability. Trip must be booked two (2) months in advance and is only available from February 1, 2019 and December 28, 2019.

Sponsor will, in its sole discretion, determine which airport is closest to the Grand Prize winner's home. In the event the Grand Prize winner's residence is close enough to Orlando, Florida such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and his/her travel companions are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Grand Prize). If Grand Prize winner elects to travel or partake in the Grand Prize with less than three (3) companions, no additional compensation will be awarded. All reservations are based on availability and all holidays are excluded. Accommodations are subject to availability at time of reservation. Blackout dates, advance booking requirements and travel restrictions may apply. Availability is subject to factors such as weather, seasonality and space availability. Reservations are subject to availability. If weather or other incident or conditions beyond the control of the Sponsor affects the ability for winner and his/her travel companions to redeem any portion of prize during the scheduled date and time, then the Sponsor shall have no further obligation to the winner and/or travel companions other than to supply the remaining elements of the prize package minus the unused portion of prize. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. If for any reason whatsoever, winner and/or travel companions are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the winner. If Grand Prize is forfeited prior to Sponsor finalizing and paying for travel, and there is sufficient time to notify an alternate winner, the prize may be awarded to an alternate winner in a separate random drawing from among all non-winning eligible entries. Winner and travel companions are responsible for obtaining the proper travel documentation (e.g., valid photo ID and/or passport) prior to travel. Unless child of Grand Prize winner or one of the allotted travel companions, each travel companion must be eighteen (18) years of age or older as of the date of departure and must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted above. If winner's travel companion is deemed a minor in his or her state of primary residence, travel companion's parent or legal guardian

must execute the Travel Companion Liability Release on the minor travel companion's behalf, as applicable.

In the event a winner or his/her travel companions engage in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, whole or in part, and send the winner and his/her travel companions home with no further obligation. In the event a winner engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF GRAND PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Car rental component is subject to rental agency's terms and conditions, including minimum age requirements for select vehicles. In the event winner cannot comply with rental agency's terms and conditions, the Grand Prize Package will be awarded without the car rental component and no other substitution or compensation will be provided in lieu thereof.

Vouchers, Tickets and Passes are not redeemable for cash and will not be replaced if lost or stolen. All Vouchers, Tickets and Passes are subject to the issuing company's complete terms and conditions. In the event that any component of the prize package does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Grand Prize and no additional substitution or compensation will be provided.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an 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. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. 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 Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible 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 Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Osceola County, Florida and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration

administration service. If an in-person hearing is required, then it will take place in Osceola County, Florida. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Osceola County, Florida. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.experiencekissimmee.com/privacy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://experiencekissimmee.appsrvr.io/RHLCNJ> or send a self-addressed, stamped envelope by February 21, 2019 to: **The Experience Kissimmee Great Gift Giveaway Sweepstakes Official Rules Request**, 215 Celebration PI #200, Kissimmee, FL 34747.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after February 21, 2019, send a stamped, self-addressed envelope (no later than March 21, 2019), to: **The Experience Kissimmee Great Gift Giveaway Sweepstakes Winner Confirmation Request**, 215 Celebration PI #200, Kissimmee, FL 34747.

**SPONSOR:** Experience Kissimmee, 215 Celebration PI #200, Kissimmee, FL 34747.