

Any individual (each such individual in hereinafter referred to as an "Entrant") who enters, attempts to enter, or in any way participates or attempts to participate in any contest, sweepstakes or giveaways ("Contest") conducted by Lake Martin Tourism Association (hereinafter referred to as the "Sponsor") and their participating sponsors agrees to be bound by the terms and conditions provided in these Official Contest Rules ("General Rules"), as well as by Sponsor's interpretations of these General Rules which are final and binding in all matters relating to any Contest.

### **NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win this prize. A purchase from any participating sponsors will not improve your chances of winning. Registering for the sponsor's email communications is not required. This is optional, and will not improve your chances of winning.

### **APPLICABLE LAW (VOID WHERE PROHIBITED):**

All Contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

Copies of these General Rules may be obtained by visiting the Lake Martin Tourism Association office during normal business hours.

## **1. ELIGIBILITY.**

This contest is open to only to individuals who (i) are legal U.S. residents, (ii) who are 18 years of age or older at the time of entry.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, and any third party prize provider(s) and/or prize fulfillment service (collectively, the "Contest Entities"); and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Contest or win the prize.

## **2. HOW TO ENTER:**

## **On-line Entries:**

Entrants must use link on contest page on ExploreLakeMartin.com to upload submitted photo for the photo contest by 11:59 pm on March 31<sup>st</sup>. This is the only way that entrants may submit photos into the contest, and Lake Martin Tourism Association is not responsible for any technological problems with the uploading process. Any photos submitted through other ways will not be used for the contest. Entrants may only submit up to one photo per day for consideration. By uploading photos, entrant states that the photos were taken by them, and are not the work of another person. Photos taken by other parties will not be accepted in this contest, and entrant states that they are the owner and creator of submitted photo. Entrant gives rights to Lake Martin Tourism Association to use the photo in any and all ways for the purposes of marketing, including, but not limited to social media, digital, print, and broadcast marketing. Lake Martin Tourism Association retains discretion in making sure all entries are family friendly, and retains the rights to reject any photos from the contest. Registration for the sponsor's e-newsletter is not required for entry, and is optional.

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Contest. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Contest Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) the winner must be available to participate in any portion to the Contest that participation may be required to be considered eligible.

## **3. WINNER SELECTION.**

The photos will be judged on April 1, and a winner will be selected by an outside photographer not affiliated with Lake Martin Tourism Association or any participating sponsors. The winning photo will be posted on Instagram and Facebook that day. The sponsor will attempt to notify the prize winner via phone and email. If a winner is unable to be notified for any reason by April 9, 2020, the applicable prize may be forfeited and awarded to an alternate winner.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Contest Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner.

Potential winner is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Contest events.

As a condition of participating in the Contest, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants may be required to sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions. The potential prize winner may (in Sponsor's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

## **4. PRIZE(S).**

**Odds of Winning:** The odds of winning the prize depend on the number of eligible entries received. Entrants are able to submit one photo per day March 1, 2021-March 31, 2021.

The prize includes:

Overnight stay for 2 guests at Paradise Bed and Breakfast- Value: \$150

Boat Tour for 2 people with Lake Martin Tours: Value: \$160

The prize is subject to certain terms and conditions. One winner will be chosen, but prizes may all be delivered collectively from sponsor, or may arrive as separate prizes from individual sponsors participating in the contest. Prizing may also be fulfilled by a third-party fulfillment Sponsor. The prize will only be awarded if properly claimed

according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified.

Sponsor has no obligation to reimburse, refund or otherwise substitute the prize should businesses not be able to accommodate the winner at the specific time they would like to visit. Gift certificates and other redeemable instruments with value credit or the like that may be awarded are subject to terms, conditions and restrictions as set by issuer. Prizes are subject to the terms of use, and applicable conditions and restrictions, including any expiration dates determined by sponsor. The Sponsor is not responsible if any part of the prize is lost, stolen, destroyed or used without permission. If the prize is lost or stolen, it will not be replaced. No substitutions allowed except by Sponsor at its sole discretion for a prize of comparable value. Sponsor is not responsible for cancellations or delays in travel and has no obligation to reimburse, refund or otherwise substitute any elements of the awarded prize due to such cancellations or delays.

Any difference between stated approximate retail value and actual value of Prize will not be awarded and is specified in these Official Contest Rules. Transportation is not included, and any other travel-related expenses not specified herein are the sole responsibility of winner and guest. Travel for the trip awarded must take place on and/or within the designated dates listed on the prize certificates, and is subject to schedule and availability. Reservations must be made in advance. Exact travel dates and arrangements may be subject to availability whether specified or not. Winner and travel guest must travel on same itinerary. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel information to be provided to the prize winner at the time of notification. Winner and guest will be required to complete and return any applicable forms and releases. Winner may be asked to sign a prize acceptance form, provide the information for their travel guest which must be at least of the legal age of majority in their state, a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) signed by both the winner and travel guest. Prize winner and guest are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged certificates will not be replaced or exchanged. If a winner cannot be contacted or is disqualified, the Sponsor reserves the

right to determine an alternate winner in its sole discretion. Unclaimed prizes will not be awarded. Certain travel restrictions and blackout dates may apply. Any other expenses not specifically mentioned herein are the sole responsibility of the prize winner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Sponsor shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sponsor's prize partners. Winner and guest must comply with all applicable laws, and any rules and regulations established by the Sponsor's prize partners. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL-SUCH RISK INCLUDES PERSONAL INJURY AND/OR DEATH, AND WINNER ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN, AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR, PARTICIPATING PARTNERS, AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

*Conditions and restrictions may apply.* Limit: One (1) prize per household per year. All prizes are awarded "As Is" and the Sponsor does not make (and is not responsible for) any representations, guarantees, or warranties of any kind-expressed or implied, in fact or in law, relating to the prize. All such warranties are hereby disclaimed.

## **5. TAMPERING AND DELIVERY DISCLAIMER.**

(a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Contest; (ii) undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits

other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) Any attempt to deliberately damage, circumvent, or disrupt the Sponsor's website (or any part thereof) or undermine the legitimate operation of this Contest may be a violation of criminal and civil laws. Should any such attempt be made, the Sponsor and its licensees (if any) reserve the right to seek damages and any other available remedies from any such person(s) responsible for any such attempt to the fullest extent permitted by law.

EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS CONTEST. The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Contest; or (5) technical or human error which may occur in the administration of the Contest or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Contest, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the

Contest and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Contest as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Contest, by any human error which may occur in the execution of this Contest, or any other causes which effect the operation of the Contest or the rules of the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Contest and/or (ii) stop or conclude the Contest at any time without prior notice. In the event of termination of the Contest by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

## **6. PUBLICITY.**

Except where prohibited, by accepting a prize, winner grants the Sponsor permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.

## **7. USE OF PERSONAL INFORMATION.**

The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Contest, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Contest, and opting in will not improve your chances of winning.**

## **8. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY.**

By participating in the Contest, each entrant agrees to release and waive any and all claims of liability against the Contest Entities and any applicable third party fulfillment



service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Contest, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release each of the Released Parties from any and all claims in connection with the Contest and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

## **9. TAXES.**

Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

## **10. CONDUCT AND DECISIONS.**

All decisions of the Sponsor will be final and binding on all matters relating to this Contest. Persons who violate any rule, gain unfair advantage in participating in the Contest, submits photos that are the work of another person, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. Any reference in these Official Rules or as part of the Contest to the Sponsor's "discretion"



and/or any exercise of discretion by the Sponsor shall mean in Sponsor's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Contest if in its sole judgment, the rules or the integrity of the Contest have been violated or compromised in any way, intentionally or unintentionally by any person whether or not an entrant in the Contest. In the event the Contest is terminated, Sponsor will award the prizes in a random drawing from all eligible entries received prior to termination. If applicable material changes to the Contest rules will be on-line at the Sponsor's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

## **11. BINDING ARBITRATION.**

Any controversy or claim arising out of or relating to the Sponsor Contest 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. 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. 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 CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

## **12. MISCELLANEOUS.**

Sponsor reserves the right to determine eligibility. Should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest. As a condition of participating in the Contest, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, through binding arbitration as set forth above,

without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Contest constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

### **13. COMPLIANCE WITH LAW AND GOVERNING LAW.**

All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Alabama.

**ALL TRADEMARKS, SERVICE MARKS, TRADE NAMES, TRADE DRESS, PRODUCT NAMES AND LOGOS APPEARING IN THE SWEEPSTAKES ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS; USE DOES NOT IMPLY AFFILIATION OR ENDORSEMENT.**