

Overton's® and Visit Central Florida Celebrate 100 Years of Water Ski Sweepstakes

Official Rules

NO PURCHASE NECESSARY

Purchase does not increase chances of winning.

- 1. SPONSOR:** The Overton's® and Visit Central Florida Celebrate 100 Years of Water Ski Sweepstakes ("Sweepstakes") is sponsored by Overton's® and Visit Central Florida ("Sponsors"). Cross Over Marketing and MediaOne ("Sweepstakes Administrators") will provide support. Any questions, comments or complaints are to be directed to Sponsors via email at info@mediaonena.com. Entry information is owned by Sponsors. You understand you are providing your entry information to the Sponsors. The entry information provided will only be used if entrant is selected as a potential winner or if the entrant has indicated he/she/they would like to receive additional information from Sponsors or one of the prize providers. Any entrant who has indicated that he/she/they would like to receive additional information from Sponsors or a prize provider will be contacted by either Sponsor and/or prize provider directly via email.
- 2. ELIGIBILITY: NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE TO WIN.** The sweepstakes is open only to legal residents of the 48 contiguous United States of America and the District of Columbia who are at least 21 years of age at time of entry. Void where prohibited or restricted by law, regulation, rule or otherwise. Subject to all applicable federal and state laws and regulations. Employees of Sponsor or its affiliated companies, as well as the immediate family (spouse, parents, siblings, and children and their respective spouses) and household members (those living in the same home whether or not related) of those employees or of any of their respective distributors, vendors, service agencies and companies involved in the design, implementation and execution of the sweepstakes (the "Promotion Entities"), are not eligible to enter. By entering the sweepstakes, entrant indicates full and unconditional agreement to, and acceptance of, these Official Rules and Sponsors' decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:01 p.m. Eastern Standard Time (EST) on Tuesday, July 12, 2022 and ends at 11:59 p.m. Eastern Standard Time (EST) on Wednesday, August 31, 2022 ("Promotion Period").
- 4. HOW TO ENTER:** Visit the sweepstakes entry page at <https://visitcentralflorida.org/waterski100-sweepstakes/> and submit the required information, including your first and last name, email address, zip code, phone number and agreement to these Official Rules, which will be accessible from the entry page. One (1) grand prize winner and five (5) first place prize winners will be randomly selected (as set forth in Section 6) from all eligible entries.

Limit of one entry per person. Multiple entries will not increase chances of winning and may result in disqualification.

All entries become the property of Sponsors and will not be acknowledged or returned. False or deceptive entries or acts, as determined by Sponsors in their sole discretion, will render the entrant ineligible. Participants represent and warrant that they have not purchased any kind of device or Internet service in order to submit an entry or participate in and/or enter the sweepstakes.

5. **PRIZE:** Sponsors will award One (1) Grand Prize to one potential winner (who can bring up to three guests), one (1) First Place Prize, and one (1) second place prize.
 - **Grand Prize:** One (1) winner will be selected to win a trip for four to Winter Haven, FL, during the 2022 World Ski Championships in October, comprised of the following prizes:
 1. Four-night, five-day accommodations in a single room, double occupancy resort-style property
 2. \$1,000 travel credit for trip expenses
 3. Special seating on TBD days of the 2022 World Water Ski Show Tournament
 4. Passes for four (4) to Legoland
 5. Passes to Elite Cable Water Ski Park for four (4)
 6. Water activity equipment from Overton's – Includes a pair of water skis, two lifejackets, a two-person towable tube, a knee board and tow rope. All will be sent to grand prize winner's home address upon returning from the Central Florida trip.
 - *NOTE: If winner does not elect to take the trip in October of 2022, then prize package must be utilized within a year of the prize-winning drawing and will not include any trip asset associated with the World Ski Championships.*
 - **First Place Prize:** Overton's multi-sport board
 - **Second Place Prize:** Overton's Knee Board package (includes board and carry bag), and a knee board rope.

All prizes are non-refundable and cannot be exchanged for cash. A prize winner cannot assign or transfer his or her prize to another person. Grand prize ARV is \$4,061.91, the first-place prize ARV is \$249.99 and the second-place prize is \$209.98. Total ARV of all prizes is \$4,521.

6. **HOW TO WIN:** On or around September 14-15, 2022, or within a reasonable time thereafter, Sponsors will randomly choose one (1) potential Grand Prize winner, one (1) potential first place prize winner, and one (1) potential second place prize winner from all valid entries. The decisions of the Sponsors will be final and binding and cannot be appealed. Prize winners will be notified by email and/or phone shortly after the drawing on or about September 14-15, 2022 and must meet all eligibility requirements.

7. **CLAIMING PRIZES/RELEASES:** Eligibility and all claims made by a potential winner are subject to verification.

Sponsors will randomly select potential winners per the “How to Win” process outlined in Item 6 of these rules and contact them via email and/or phone using the information provided during the entry process. If, despite reasonable efforts, a potential winner does not respond within two (2) business days of the first notification attempt, or if the prize or prize notification is returned unclaimed or is undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected in Sponsors’ sole discretion from among the remaining eligible entries. If the prize notification is returned as undeliverable or if the potential winner fails to respond to notification attempts, the potential winner may be disqualified, and an alternate winner may be selected in Sponsors’ sole discretion from among the remaining eligible entries. In the event the winner declines the prize, Sponsors may elect, in their sole discretion, to select an alternate winner from among the remaining eligible entries. If a dispute arises regarding who submitted an entry, or if the winning email address does not belong to an individual, but rather to an eligible group, business or organization, the entry will be deemed submitted by the legitimate holder of the email account listed on the entry as determined by Sponsors.

Sponsors shall not be responsible or liable for failure to contact potential winners due to an undeliverable email message, incorrect phone number, full or non-operational voicemail, or an inactive or suspended email account or failure by potential winner to provide a current email address. Participants should be sure to check their email messages regularly and keep their account updated with their correct contact information so that they will be able to be contacted if selected as a potential winner. Sponsors are not responsible for fraudulent communications sent to entrants not by Sponsors.

8. **ODDS:** Odds of winning any prizes will depend on the total number of eligible entries received.
9. **GENERAL RULES AND REGULATIONS:** By entering the sweepstakes, participants agree to waive any rights to claim ambiguity in the Official Rules and regulations. Decisions made by Sponsors in relation to this sweepstakes are final and binding in all matters, including, without limitation, interpretation of these Official Rules and the awarding of the sweepstakes prize, and cannot be appealed. Sponsors reserve the right to cancel, terminate, modify or suspend the sweepstakes in the event that the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, acts of God, pandemic, timing or any other causes beyond the control of promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes. Sponsors do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize including, without limitation, quality, merchantability or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing or acts of any government or authority. Sponsors may

modify, rescind, cancel or revoke the sweepstakes at any time in their sole discretion without notice or liability. Entrants who attempt to tamper with this sweepstakes in any way shall be disqualified. All federal, state and local laws and regulations apply. Winners may be responsible for any taxes due as a result of winning the prize. Additional restrictions may apply. Any attempt to deliberately damage the sweepstakes or operation of the sweepstakes is unlawful and subject to legal action by Sponsors who may seek damages to the fullest extent permitted by law.

10. **CONDITIONS RELATING TO PARTICIPATION IN THE SWEEPSTAKES AND USE OF THE ENTRY SITE:** Sponsors reserve the right, at their sole discretion, to disqualify any individual they find, in their sole determination, to be tampering with the entry process or the operation of the sweepstakes, or the entry site; to be in violation of the terms of use of the entry site or to be acting in violation of these rules, or with intent to annoy, abuse, threaten or harass any other person. Without limitation of the foregoing, any use of software or hardware, including without limitation, a program, mechanism, system, robot, "bot", macro or other artificial device, process or manipulation is strictly prohibited. Sponsors may suspend or discontinue the sweepstakes if, in their sole opinion, there is any actual or suspected tampering of the sweepstakes, or any other malfunction, event or activity that may affect the integrity of the sweepstakes. Sponsors reserve the right, in their sole discretion, to terminate any person's participation in the sweepstakes who Sponsors suspect has engaged in any manipulation.
11. **RIGHT OF PUBLICITY:** Except where prohibited by law, by entering the Sweepstakes, entrants (and prize winners) consent to the use of their respective names, cities, states, likenesses, voices, biographical information, and images for purposes of advertising, marketing and promoting Sponsors and Sponsors' brands and products without compensation or further consent, except where prohibited by law. Winners may be required to sign an affidavit of eligibility and release form prior to prize fulfillment.
12. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to Sponsors' respective privacy policies. Private policy language can be found within these rules in the Private Policy section. By entering the sweepstakes, you agree to the use of your personal information as described in Sponsor/Administrator's privacy policy and Section 11 above.
13. **ENTRANT'S PERSONAL INFORMATION:** Information collected from entrants is subject to Sponsors' privacy policies. Please go to <https://visitcentralflorida.org/about/accessibility/> and <https://www.overtons.com/helpcenter-ourpolicies/privacyPolicy.html>, to find out more. By entering the sweepstakes, you agree to the use of your personal information as described in Sponsor/Administrator's privacy policy and Section 11 above.
14. **CANCELLATION:** Sponsors reserve the right, in their sole discretion, to suspend, cancel or modify the sweepstakes at any time and for any reason. Some reasons could include but

are not limited to, a computer virus, bug, malfunction, manipulation or other technical problem or any misuse of the sweepstakes process, regardless of the cause, affects, compromises, or corrupts the administration, security, or proper play of the sweepstakes. Notice of cancellation will be posted at the entry site. **SPONSORS SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF AN IRREGULAR ENTRY OR IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS SWEEPSTAKES.** No more than the stated number of prizes in these Official Rules will be awarded. In addition to the foregoing, if for any reason (including, but not limited to, strikes, lockouts, pandemics, acts of God, technical difficulties, and other events not within the reasonable control of Sponsors) Sponsors cannot continue the sweepstakes, Sponsors may, in their sole discretion, cancel the sweepstakes or extend the Promotion Period.

15. **RELEASE OF LIABILITY, LIMITATION OF LIABILITY:** By participating in the sweepstakes, entrant agrees to release and hold harmless Sponsors, the Promotion Entities, including but not limited to their subsidiaries, affiliates, officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the sweepstakes; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail or email; (e) errors in the administration of the sweepstakes or the processing of entries; or (f) injury or damage to persons or property. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the sweepstakes, and in no event will the Released Parties be liable for attorney's fees.
16. **COVID-19 ASSUMPTION OF RISK, RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT:** In order to redeem any prize, winners and any travel companions may be required, on behalf of themselves, their minor children, and any personal representatives, heirs, and next of kin, sign a COVID-19 Assumption of Risk, Release, Waiver, and Indemnification Agreement, confirming their full awareness of the current global COVID-19 virus outbreak and inherent risks involved when choosing to travel. It is the winner's and any companions' personal decision to travel and they must certify that they are doing so with full knowledge of travel recommendations, restrictions, regulations, and risks with regards to COVID-19, as well as the possibility of future travel restrictions, and taking full responsibility for their actions with regard to traveling. The agreement will also release, indemnify, hold harmless and covenant not to sue Sponsors, their officers, employees, volunteers, agents, representatives, and any other person involved either directly or indirectly in the Sweepstakes, from all claims, suits, expenses, attorney fees and demands of any nature (including negligence) caused by, deriving from, or associated with the travel prize.
17. **DISPUTES:** Each Entrant agrees that any and all disputes, claims and causes of action arising out of or in connection with the sweepstakes, or any prize awarded or the determination of prize winner, which cannot be resolved between the parties, will be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and

entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering the sweepstakes), and entrant further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrants, prize winner, Sponsors and the Promotion Entities, in connection with the sweepstakes will be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Louisiana or any other jurisdiction), that would cause application of the laws of any jurisdiction other than the State of Louisiana. All Entrants consent to the sole and exclusive jurisdiction and venue of the courts located within Orleans Parish, Louisiana.

18. **WINNER'S LIST:** To obtain a copy of these Official Rules or a winners list via mail, please mail your request, together with a self-addressed, stamped envelope, to:
Overton's® and Visit Central Florida Celebrate 100 Years of Water Ski Sweepstakes c/o
MediaOne: Attn: Martin Armes: PO Box 4371, Chattanooga, TN 37405-9998
Requests received after November 1, 2022 will not be honored.

