

## **30<sup>th</sup> Anniversary Smoky Mountain Winterfest: *30 Days of Winterfest Giveaways***

### **Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION.**

**BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH FORM A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY OBLIGATIONS ON THE PART OF ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES.**

**1. Eligibility.** To Win the **30 Days of Winterfest Giveaways** (the "Sweepstakes") is open to legal residents of the United States and the District of Columbia who are eighteen (18) years of age or older, or at least the legal age of majority in the state in which they reside at the time of entry (the "**Entrant**"). Persons in any of the following categories are NOT eligible to win a prize: (a) employees or agents of the Sponsor, Administrator, and each of their respective companies, subsidiaries, advertising and promotion agencies, (b) individuals engaged in the development, production or distribution of materials for the Sweepstakes, (c) persons who (i) are in the immediate family of any person in any of the preceding categories (including mother, father, sister, brother, daughter, son, spouse, grandmother, grandfather, children or grandchildren), regardless of where they live, or (ii) reside in the same household, whether related or not, as any person in any of the preceding categories and (d) previous winners in **30 Days of Winterfest Giveaways 2019** sweepstakes. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. The Administrator's database clock will be the timekeeper for this Sweepstakes.

**2. Sweepstakes Timing.** The Sweepstakes begins on Friday, November 1<sup>st</sup>, 2019, at 12:01:00 a.m. Eastern Standard Time ("EST"), and ends on Saturday, November 30<sup>th</sup>, 2019 at 11:59:59 p.m. EST (the "Entry Period"). There will be one (1) unique drawing per day during the Entry Period, equaling (30) drawings total from November 1<sup>st</sup>, 2019 to November 30<sup>th</sup>, 2019 to award (1) daily winner, equaling (29) daily winners and (1) Grand prize package winner. Entry in the Sweepstakes does not constitute entry into any other promotion, sweepstakes, or contests. By participating in this Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by the within Official Rules and the decisions of the Smoky Mountain Tourism Development Council P.O. Box 599 Pigeon Forge, TN 37868 (the "Sponsor"), whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

**3. How To Enter.** All entries must be made through [www.SmokiesFun.com](http://www.SmokiesFun.com) and participants must complete all required fields on the registration form, agree to the official rules, and submit. Required Fields will include;

First name

Last name

Street Address / City / State / Zip

Phone

Email

Click to confirm they are 18 years or older

Opt-in for additional info about The Smoky Mountains

**4. Limit. One entry per person.** Entries in excess of any stated limitation, and entries generated by script, macro or other automated means, or any means that subverts the entry process, will be void. Any attempted form of entry other than as described herein including the use of multiple email addresses by the same person, is void. Sponsor will determine, in its sole discretion, what constitutes a valid entry, and reserves the right to reject any submissions that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices. All materials and entries submitted become the property of the Sponsor and will not be returned or acknowledged.

**5. Agreement to Official Rules.** Participation constitutes Entrant's full and unconditional agreement to the within Official Rules and Sponsor's decisions, which are final and legally binding in all respects.

**6. Winner Selection and Notification.** (1) random drawing will be conducted daily during the Entry Period, November 1<sup>st</sup>, 2019 through November 30<sup>th</sup>, 2019 by the Sponsor from all eligible entries received to that point of Entry Period. Potential winner will be notified by e-mail, mail, or phone using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted, or not received for any reason. If, despite reasonable efforts, any potential winner does not respond within (48) hours of the first notification attempt, or if prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit the prize and, at Sponsor's discretion, an alternate potential winner may be selected. If any potential winner is found to be ineligible, or if the subject potential winner has not complied with the within Official Rules, or declines a prize for any reason, such potential winner will be disqualified and, at Sponsor's discretion, an alternate potential winner may be selected.

**7. Daily Winners. There will be (29 total/ 1 per day) daily winners awarded November 1<sup>st</sup>, 2019 through November 29<sup>th</sup>, 2019. Daily prizes include: Smoky Mountain area attraction passes, promotional merchandise and gifts with daily value equal to or lesser than \$150 per day.**

**8. Grand Prize. There will be one (1) Grand Prize Package awarded following the conclusion of the Sweepstakes, on or about November 30<sup>th</sup>, 2019. The Grand Prize Package will include the following:**

- 2 night stay at Premier Log Cabin for up to 4 individuals (based on availability, restrictions/blackout dates may apply)
- VIP Pass for (4) to (20+) Pigeon Forge attractions and theaters
- VIP Pass for (4) to (30+) Gatlinburg attractions

**Approximate retail value of this Grand Prize package: \$ 5,000**

- ❖ The prizes listed above are non-exchangeable, non-transferable, and is not redeemable for cash or other prizes.
- ❖ The Grand Prize Winner is solely responsible for all travel arrangements and expenses for their person and their guests.
- ❖ The Grand Prize Winner is solely responsible for all other costs and expenses associated with and/or not specifically included in the prize.

The potential winners may be required to sign (a) an Affidavit of Eligibility, (b) an Agreement of Publicity (granting Sponsor the right to use the name and image of the winner for advertising and promotion purposes), (c) a liability release, and (d) a form W-9, Taxpayer Request for Identification, and return each of the properly executed documents to the Sponsor within seven (7) days of attempted notification as a condition of awarding the prize. A potential winner who satisfies all of the Sweepstakes requirements, including without limitation, those set forth in this paragraph, will be designated the official winner (the "Winner"). Winner's travel companions may (at the Sponsor's sole discretion) be required to sign travel and liability release form.

The Winner(s) will not receive the difference between the actual and approximate retail value of the prize.

The Winner(s) will not receive the difference between the actual and approximate retail value of the prize if less than four persons take part in the Grand Prize Package. Sponsor will not replace any lost, mutilated, or stolen prizes, tickets or passes. Prizes are not transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winners are responsible for any and all applicable local, state, and/or federal taxes and

fees arising from any prize award.

**8. Disclaimer.** Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

**9. Winner Publicity Requirements.** Acceptance of the prize shall constitute the Winner's agreement and consent for Sponsor and its designees to use winner's name, likeness, photo (including, without limitation, Facebook® profile photo), avatar, and/or prize information (including, without limitation, city and state of residence) in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media, whether now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**10. Release of Liability / Conditions of Participation.**

A. Transmission of Information. Sponsor and each of their respective officers, directors, employees, agents, affiliates, successors, and assigns (all collectively the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in (a) the administration of the Sweepstakes, (b) the uploading, processing, or random selection of entries, (c) the announcement of the Winner or potential winner, or (d) the prizes or any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; and/or (7) losses or damages resulting from an Entrant's connection to the internet via any of the websites referenced herein. The Released Parties are not responsible for any (a) incorrect, mis-transcribed, mis-directed or undeliverable entries or e-mail transmissions, (b) incorrect announcements, (c) technical problems, including, without limitation, malfunctions of computer systems, servers, providers, or any hardware/software, (d) lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission, or (e) combination of any of the foregoing. Sponsor assumes no responsibility for (i) late, lost, incomplete, inaccurate or damaged entries, (ii) undeliverable e-mails resulting from any form of active or passive e-mail

filtering by a user's internet service provider and/or e-mail client, or (iii) insufficient space in user's e-mail account to receive e-mail. Sponsor shall not be responsible for any damage (whether material or non-material) caused to Entrant's computer equipment or to data, which is stored on such equipment, or to Entrant's personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures, or any other factors impair the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, (b) acting in violation of the Official Rules of this or any other promotion, or (c) acting in an unsportsmanlike or disruptive manner, and to void all associated entries. The preceding remedy in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, Entrant hereby releases the Released Parties, and agrees to indemnify, defend, and hold the Released Parties, and the other persons and entities involved in the development, production, and/or administration of the Sweepstakes, harmless, from any and all liability for losses, harm, damage, injury, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity, and/or acceptance, receipt, possession or use/misuse of any prize, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy and merchandise delivery.

**11. Force Majeure.** If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, earthquake, storm or other natural cataclysm, riot, strike, terrorist activity, civil commotion, governmental regulation, or any other causes beyond the control of Sponsor which, in its sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, or to thereafter conduct the Sweepstakes by selecting the prize winner(s) for affected Sweepstakes drawing from among all eligible entries received for such affected Sweepstakes drawing prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

**12. Disputes.** By participating in this Sweepstakes, each participant and Prize Winner agree that any and all disputes the participants may have with, or claims participant and Prize Winner may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location in Tennessee or at such other location as may be agreed by Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. Participant and Prize Winner irrevocably waive all rights to a jury trial.

**13. Sponsor's Privacy Policy.** Entrant is providing his or her information to Sponsor. To view the Sponsor's privacy policy visit <http://www.smokiesfun.com/>. By submitting your personal information you may receive marketing e-mails from Sponsor. You may opt-out after the first email.

**14. Winners List:** For the name of the Winner (s)(completion of sweepstakes Entry Period on or about Saturday, November 30<sup>th</sup>, 2019), send a self-addressed stamped envelope to: Smokies Fun Smoky Mountain Giveaway Winners, P.O. Box 599 Pigeon Forge, Tennessee 37868.