

## **CITY OF CEDAR PARK – TOURISM**

**MARCH 14 – MARCH 17, 2023**

### **GATLIN BROTHERS AT HAUTE SPOT PAIR (2) OF TICKETS GIVEAWAY**

#### **OFFICIAL RULES**

Follow Visit Cedar Park Texas on Facebook or Instagram and tag a friend in the comments section of the original post. Already following? Not a problem, just tag a friend in the comments. You can tag as many people as you like, but your name will only be entered once for the prize drawing. Entries must be received by Thursday, March 16, 2023 at 11:59PM Central Time to qualify. Only one winner from either Facebook or Instagram will win. This contest is subject to federal, state, and local laws and regulations, as well as the following Official Rules:

**1. Eligibility.** NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Gatlin Brothers at Haute Spot (“the Contest” or “Contest”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. The Contest is void where prohibited. Employees of the City of Cedar Park and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates, and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

**2. Agreement to Official Rules.** Participation in the Contest constitutes full and unconditional agreement to and acceptance of these Official Rules. Winning a prize is contingent upon compliance with these Official Rules and fulfilling all requirements set forth, herein.

**3. Sponsor.** The Contest is sponsored by the City of Cedar Park, Texas, located at 450 Cypress Creek Road, Building 1, Cedar Park, Texas 78613 (“the Sponsor” or “Sponsor”).

**4. Prize.** The awarded prize will be a pair (2) of tickets to see the Gatlin Brothers at Haute Spot. Prize is non-transferable, not valid for sale, and has no cash value.

**5. Contest Dates and Times.** The contest starts on the date and time of the Visit Cedar Park Texas Facebook or Instagram original post. All entries must be received by 11:59PM Central Time Thursday, March 16, 2023. Winner will be announced on the Visit Cedar Park Texas Facebook or Instagram Page on Friday, March 17, 2023 by 5PM Central Time.

**6. Winner Selection.** The winner will be selected using a random number generator by the Visit Cedar Park Texas team based on the Rules of Entry listed below. Odds of winning depend upon the number of entries received. Winner will be notified on the Visit Cedar Park Texas Facebook or Instagram Page and via direct message to the account they commented with on Friday,

March 17, 2023 by 5PM Central Time. Winner will have until Monday, March 20, 2023 at 11:59PM Central Time to claim prize. Instructions for claiming prize will be included in the direct message sent to the winner (this is to help insure identity of person claiming prize).

**7. Rules of Entry.** Follow the Visit Cedar Park Texas Facebook Page or Visit Cedar Park Texas Instagram Page and tag a friend in the comments section of the original Facebook or Instagram post. Only one (1) entry per participant. By entering you are agreeing to allow Visit Cedar Park Texas to use any content submitted for the contest and are releasing publicity rights for said content. Facebook and Instagram do not endorse, administer, or sponsor the Contest, and is not in any way associated with this Contest and is released from any responsibility to entrants or participants.

**8. General Conditions.** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Applicable local, state and federal taxes are the responsibility of the winner (parent/legal guardian if a minor in his/her state of residence) and should be reported and paid to respective agency.

**9. Release and Limitations of Liability.** By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and Sponsor's officers, directors, employees, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic,

computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event; if applicable, the incorrect downloading of the application, the processing of entries, or in any Contest-related materials; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). 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 Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Winner (parent/legal guardian if a minor in his/her state of residence) grants permission for The Sponsor to use the likeness, photographs, name or other information gained in entering the contest in advertising, online media or promotional material within the guidelines of the State of Texas and Federal Child Protection laws.

**10. Disputes.** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Williamson County, Texas. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Texas.