

THE “Grand Rapids Gourmet Giveaway” (Fall 2023)

OFFICIAL RULES

NO PURCHASE NECESSARY – VOID WHERE PROHIBITED

Please read these Official Rules carefully before entering this sweepstakes (the “Sweepstakes”). By entering the Sweepstakes, you agree that you have read and are bound by the terms and conditions set forth below as if you had signed a written contract. If you do not agree to the terms and conditions set forth below, you may not enter the Sweepstakes.

Rules Specific to This Sweepstakes:

1. **The Sweepstakes Period:** The Sweepstakes begins on September 1, 2023 at 8:00 AM Eastern Time (ET) and ends on November 1, 2023 at 8:00 AM Eastern Time (ET) (the “Sweepstakes Period”). A clock chosen by Sponsor will serve as the official time-keeping device for the Sweepstakes.
2. **Drawing.** On, before, or about November 1, 2023 at 9:00 AM Eastern Time (ET) (the “Draw Date”), Sponsor will hold a random drawing to select a potential winner for that Draw Date. Non-winning entries will not be retained and will not be eligible for the subsequent and remaining sweepstakes drawings.
3. **Prize and Odds of Winning:** The winner from each of the Draw Dates will be awarded a prize (each, a “Prize”). Each Prize is a prize package consisting of:
 - a. 2 admission tickets to the Wine Beer & Food Festival
 - b. Four small-plate food vouchers to be redeemed at the festival
 - c. Two night hotel overnight stay at a ShowSpan hotel partner
 - d. \$200 VISA gift card
 - e. \$50 gift card to One.Twenty.Three
 - f. Studio Park gift card redeemable for two people to enjoy a movie and frozen yogurt
 - g. 2 Culture Pass GR vouchers

Approximate Retail Value of each Prize (“ARV”): \$900. Odds of winning a prize depend on the number of eligible entries received. Prizes cannot be exchanged, redeemed for cash, transferred, or combined with any other offer and are subject to stated terms and conditions.

4. URL for Entry Form. The website used for entering the Sweepstakes can be found at <https://www.experiencegr.com/gourmet-giveaway> (the “Website”).

General Rules Applicable to This and All of Sponsor’s Sweepstakes:

5. **Sponsor:** The Sweepstakes is sponsored by Grand Rapids/Kent County Convention & Visitors Bureau d/b/a Experience Grand Rapids, a domestic nonprofit corporation located at 171 Monroe Ave.,

Ste 545, Grand Rapids, MI 49503 (the "Sponsor"). No other entity is responsible for this Sweepstakes or the award of any prize.

6. **Eligibility:** The Sweepstakes is open only to permanent legal residents of the United States (including D.C.), excluding Florida, Rhode Island, New York, who are at least 21 years old as of the date they enter the Sweepstakes, and who enter the Sweepstakes as described in the "Entry" section below. Every such person who enters the Sweepstakes is referred to in these Official Rules as an "Entrant," "you," or "your." Employees of Sponsor, its affiliates, parents and subsidiaries, the Sweepstakes administrator, their advertising or promotion agencies, those involved in the production, development, implementation or handling of this Sweepstakes, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, prize suppliers, attorneys, any other person or entity associated with this Sweepstakes and/or members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether or not related, are ineligible to enter this Sweepstakes or win. All federal, state, and local laws and regulations apply.

7. **Entry:** Limit one entry per natural person. There are two ways to submit an entry ("Entry") for the Sweepstakes: Entry Option 1 – Online Form: Fill out every required field of, and submit, the form located at the Website. Entry Option 2 – Mail-In Entry: Mail a handwritten form with your name, phone number, e-mail address, company name (if any), and a signed acknowledgment of your agreement to these Official Rules to: "Experience Grand Rapids Sweepstakes" at 171 Monroe Ave., Ste 545, Grand Rapids, MI 49503. All methods of entry will be treated equally, and neither form of entry will be given priority. In order to be eligible for the Sweepstakes, your Entry must be received by Sponsor within the Sweepstakes Period. Any attempted form of entry into this Sweepstakes other than as described herein is void. Any Entrant who submits more than one (1) Entry by any method or combination of methods will be disqualified.

8. **Notification.** Each potential winner will be notified by email within approximately one (1) week following each Draw Date. Beginning as of the minute that an email is sent to a potential winner for verification purposes, he/she will have one week to respond to the notification email, or his/her Entry will be disqualified and his/her prize forfeited, and an alternate potential winner may be selected from among all remaining eligible entries. Sponsor is not responsible for updating an Entrant's email address after an Entry is submitted. If a potential winner is found to be ineligible, if he/she cannot or does not comply with these Official Rules, or if a prize or prize notification is returned as undeliverable, such potential winner will be disqualified, and an alternate potential winner may be selected at random at Sponsor's sole discretion from among all remaining eligible entries. If a winner for any prize cannot be confirmed within 45 days after each Draw Date, then the prize will not be awarded.

9. **General Prize Conditions:** Additional compensation will not be provided if actual value of any prize received is less than stated ARV. All expenses not specifically mentioned herein, including, but not limited to, any license fees, travel, required installation or requested product upgrades/options, as applicable, are the sole responsibility of each winner. No substitution, transfer or cash equivalent for a prize (or prize component) will be offered, except that Sponsor, at its sole discretion, may substitute a prize (or prize component) of equal or greater value for any reason. Any depictions of a prize or prize elements are for illustrative purposes only. All prize details are at the sole discretion and decision of the

Sponsor. In the event that a component of any prize is not available for any reason beyond Sponsor's control, then remaining elements of the prize shall constitute full satisfaction of Sponsor's prize obligation to winner and no additional compensation will be awarded, except at Sponsor's sole discretion. Each winner will be solely responsible for all taxes on any prize won.

10. General Release: BY ENTERING THE SWEEPSTAKES, YOU RELEASE SPONSOR, ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION, RELATED TO ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES, OR DELIVERY, MIS-DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF OR INABILITY TO USE ANY PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), HARDWARE, SOFTWARE OR TELEPHONE FAILURES OF ANY KIND, COST OR UNAVAILABLE NETWORK CONNECTIONS, FRAUD, INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSIONS, WHETHER CAUSED BY SPONSOR, USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF SUBMISSIONS WHICH MAY DAMAGE A USER'S SYSTEM OR LIMIT AN ENTRANT'S ABILITY TO PARTICIPATE IN THE SWEEPSTAKES, WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY.

11. Disclaimers: Released Parties are not responsible or liable for entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Official Rules, and all such entries will be disqualified. By registering for and entering the Sweepstakes, you agree and acknowledge to be bound by these Official Rules, as well as the decisions of Sponsor which are final and binding in all respects with regard to the Sweepstakes; and to waive any rights to claim ambiguity with these Official Rules. Each Entrant further agrees to indemnify and hold harmless the Released Parties from any and all liability resulting or arising from Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties, and hereby acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize.

12. Collection of Information: Respecting your privacy is a priority for the Sponsor. The information you provide to us upon successfully entering the Sweepstakes is processed in our computer system in the United States. By entering and participating in the Sweepstakes, Entrants consent to receive information sent to you by the Sponsor. However, you will be given the opportunity to opt out of emails from the Sponsor. Please see the Sponsor's Privacy Policy at <https://www.experiencegr.com/privacy-policy/> for more information

13. Limitations of Liability; Disclaimer of Warranties: IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES OR ACCESS TO OR USE OF THE PRIZE. IN NO EVENT SHALL THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE PRIZE VALUE. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, each Entrant agrees (except where prohibited) that, by entering the Sweepstakes, (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or the prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and each Entrant hereby waives all rights to claim, any punitive, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any other damages other than damages for actual out-of-pocket expenses, if any. ANY DISPUTE ARISING OUT OF OR RELATED TO THESE OFFICIAL RULES OR THE SWEEPSTAKES MAY ONLY BE ADJUDICATED THROUGH BINDING ARBITRATION CONDUCTED THROUGH, AND ACCORDING TO THE FEDERAL ARBITRATION ACT AND THE THEN-CURRENT RULES OF, THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION HEARING MUST BE HELD IN, OR IN THE NEAREST AVAILABLE VENUE TO, GRAND RAPIDS, MICHIGAN. A JUDGMENT CONSISTENT WITH THE RESULTS OF THE ARBITRATION MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION.

14. Force Majeure: Without limiting any other provision in these Official Rules, the Released Parties are not responsible for 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 due to any Sweepstakes activity or being affected, as determined by Sponsor in its sole discretion, by reason of, without limitation, (a) any acts of God; (b) any law, rule, action, regulation, order or request by any local, state or federal governmental or quasi-governmental entity or authority (whether or not the law, rule, action, regulation, order or request proves to be invalid); or (c) any other cause beyond the reasonable control of the Released Parties, whether or not specifically mentioned above.

15. Indemnity: By entering the Sweepstakes, Entrant agrees to indemnify, defend and hold harmless Sponsor, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with Entrant's entry.

16. Use of Winner's Name, Likeness, etc.: Except where prohibited by law, entry into the Sweepstakes constitutes permission to use any winner's name, email address, likeness and/or prize

information, without limitation, for promotional purposes without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winners and, if applicable, their guests may be required to execute a consent to the use of their name, address, likeness and/or prize information, without limitation, for promotional purposes without further permission or compensation.

17. Affidavit & Release: As a condition of being awarded any prize, winners and, if applicable, their guests may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability

18. Social Media: The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, LinkedIn, Twitter, or any entity other than Sponsor. By entering, participants confirm they are at least 18 years of age, release Facebook, LinkedIn, and Twitter of any responsibility arising from or in connection with the Sweepstakes, and agree to Facebook, LinkedIn, and Twitter's terms of use.

19. Winners List: For a copy of the winners list, write to "Experience Grand Rapids Sweepstakes" at 171 Monroe Ave., Ste 545, Grand Rapids, MI 49503 after given draw dates requesting the same.

20. Miscellaneous: The Sweepstakes and these Official Rules will be governed, construed and interpreted under the laws of the State of Michigan. Sponsor reserves the right to change or to interpret these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any Entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes or Sponsor otherwise becomes incapable of running the Sweepstakes as planned, as determined in its sole discretion. Sponsor reserves the right to disqualify persons whose eligibility is in question or who Sponsor, in its sole discretion, otherwise deems ineligible to enter the Sweepstakes. If you have any questions about these Official Rules or the Sweepstakes, please write to "Experience Grand Rapids Sweepstakes" at 171 Monroe Ave., Ste 545, Grand Rapids, MI 49503 indicating the same.

21. Copyright Notice: The Sweepstakes and all accompanying materials are copyrighted by Grand Rapids/Kent County Convention & Visitors Bureau d/b/a Experience Grand Rapids. All rights reserved.