

RULES AND ELIGIBILITY
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VISIT Lake Geneva – 2019 Lake Geneva Restaurant Week Giveaway #2

OFFICIAL PROMOTION RULES & ELIGIBILITY DOCUMENT – 2019 Lake Geneva Restaurant Week Giveaway #2

NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE.

This Promotion is sponsored by VISIT Lake Geneva, 527 Center St Lake Geneva, WI 53147 (“Sponsor”). Simpleview (“Administrator”) is the official time-keeping device for the Promotion. You are providing your information to the Sponsor. Any questions, comments, or complaints regarding this Promotion shall be directed to Sponsor.

Promotion participants agree to be bound by the following rules:

1. **PROMOTION PERIOD AND DEADLINE FOR ENTRY:** The Lake Geneva Restaurant Week Giveaway #1 begins at 2:00:00 p.m. CDT on Friday, May 24, 2019 and all entries must be received no later than 11:59:00 p.m. CDT on Tuesday, May 28, 2019. Sponsor reserves the right to begin the Promotion earlier than Friday, May 24, 2019 or end the Promotion earlier than Tuesday, May 28, 2019, or to extend the length of the Promotion in its sole discretion.
2. **ELIGIBILITY:** The Promotion is open to all legal residents of the United States and who are 18 years of age or older at time of entry. Employees of VISIT Lake Geneva, its affiliates, subsidiaries, advertising, promotion, and Internet agencies (“Promotion Parties”) and their immediate family members and/or those living in the same household of each such employee are not eligible. All federal, state and local laws and regulations apply. Void where prohibited by law. No purchase necessary to enter or win. Purchases do not increase chances of winning. The odds of winning depend on the number of valid entries received.
3. **HOW TO ENTER:** The Lake Geneva Restaurant Week Giveaway (“Giveaway”) #2 will be hosted on a microsite on VisitLakeGeneva.com. During the Giveaway Period, the entrant must visit the VisitLakeGeneva.com microsite link. The user must fill out the online form, following all on-screen instructions to enter the Giveaway. The online form includes, but is not necessarily limited to, entrant’s name, email address, phone number, state and zip code. Entrants will also have the option to check a box to opt-in to expressly agree to receive VISIT Lake Geneva e-mails. Entrants will also be required to check a box stating that they are a minimum of 18 years of age and have read and agree to these Official Giveaway Rules. Entries for the giveaway will be accepted from 2:00:00 p.m. CDT on Friday, May 24, 2019, through 11:59:00 p.m. CDT on Tuesday, May 28, 2019 (“Entry Period”). No other attempted method of entry will be accepted; entries may not be mailed.

Entries should not contain any defamatory, libelous, indecent, or obscene material, sexual content, inappropriate language, unsuitable behavior, or adult-oriented material. Any entry that, in the sole judgment of VISIT Lake Geneva, the Administrator, or their agents, violates the foregoing requirement will be automatically discarded and entrant will not be eligible to win.

Any Promotion entrant giving false or misleading information will be disqualified and any prizes won will be withdrawn. This includes, but is not limited to, name, address, telephone numbers, and details of previously won prizes.

Limit one entry per person regardless of IP address used to submit the entry. Any attempt to submit more than one entry per person may result in disqualification at Sponsor's discretion. No robotic, programmed, script, macro, or other automated entries.

Sponsor assumes no responsibility for attempted entries due to network outages, hardware, or other technical failures. Sponsor is not responsible for lost, late, incomplete, misdirected, stolen, or damaged entries. Neither Sponsor nor its Partner assume responsibility for error, omission, interruption, deletion, defect, delays in operation or transmission, theft, destruction, alterations of, or unauthorized access to entries.

Upon submission, all entries become the property of VISIT Lake Geneva. Submission of entries grants the Sponsor and its agents the right to edit, adapt, modify, copyright, publish, produce, market, and use the entries in whole or in part for any purpose and in any media, whether now known or hereafter developed, without limitation or notice, without attribution, compensation, royalties, or other consideration (except where prohibited by law), and constitutes the irrevocable assignment and transfer to the Sponsor of any and all right, title, and interest in and to such entries, including, without limitation, all copyrights and any renewals and extensions thereof. Upon the Sponsor's request, if necessary, entrants will execute any documents necessary to effectuate such ownership and assignment or transfer. Entries cannot be revised or altered by the entrant once submitted, and shall not be returned to entrants upon completion of the Promotion or at any other time irrespective of any such request by an entrant.

4. WINNER DRAWING: One (1) Grand Prize winner will be selected at random on or about Friday, May 24, 2019 from among all eligible entries received. Odds of winning depend upon the number of eligible entries received.

5. AWARDING OF PRIZES: You are not a winner until your eligibility has been verified, and it is determined that you have complied with all terms of these Official Rules. Potential winners will be first notified on or about Friday, May 24, 2019 by the email address provided at time of entry. Potential winners must respond to the initial email with their intention to accept the prize within 48 hours from when the initial email was made. Sponsor is not responsible for any change of e-mail address or communication problems. If a potential winner does not reply to the initial email within 48 hours, he/she will be disqualified and an alternate potential winner will be randomly selected from among remaining eligible entries. Prize winners will be required

to complete and return an Affidavit of Eligibility and Release of Liability and, if legally permissible, a Publicity Release within five (5) days of attempted delivery of same. If winner is at least 18 but still considered a minor in his/her jurisdiction of residence, the prize may be awarded in the name of winner's parent or legal guardian, who will be responsible for fulfilling all requirements imposed on winner set forth herein, and will be required to accompany such winner as his/her guest, as Sponsor determines at its sole discretion. If a guest is considered a minor in his/her jurisdiction of residence, guest must be a child or legal ward of the winner. Guests must execute and return a liability/publicity release prior to issuance of Prize. If a guest is child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. Failure to return the executed Affidavit within the specified time period may result in forfeiture of the Prize, at Sponsor's sole discretion, and random selection of alternate winner from all remaining eligible entries, time permitting. If Prize or prize notification is returned as undeliverable, Sponsor is unable to contact potential winner, or the potential winner is not in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor's discretion, an alternate winner selected, time permitting.

Acceptance of a prize constitutes permission for Sponsor and its advertising and promotional agencies to use the winner's name, photo and/or likeness, and biographical information for advertising and promotional purposes without limitation and without additional compensation or permission unless prohibited by law. Upon request by Sponsor, winner will provide written consent for such use.

If by reason of error, more prizes are claimed than were intended to be awarded, all persons making purportedly valid claims will be included in a random drawing to award the prize.

There is no cash alternative to the advertised prizes. No substitution or transfer of any prize by any Winner permitted except by Sponsor at its discretion. Winner does not receive right to select prize.

6. PRIZES:

- One (1) night stay midweek for 2 people in a traditional guestroom at The Ridge
- \$100 Gift Card to Hunt Club Steakhouse

Estimated value: \$400

7. GENERAL TERMS & CONDITIONS: The Promotion is subject to all applicable federal, state, provincial, and local laws and regulations. By entering the Promotion, each entrant, on behalf of himself/herself, and his/her executors and heirs, agrees (a) to be bound and abide by these Official Promotion Rules and Eligibility Document and by all decisions of the Sponsor, whose decision is final and binding and not open to appeal; (b) to release, indemnify, defend, and hold harmless Sponsor and its agents, representatives, employees, suppliers, agencies, successors, assigns, licensors, licensees, advertising or promotional agencies, and any prize-sponsoring agency (collectively, "Released Parties"), from any and all liability whatsoever in connection

with or related to this Promotion, including, without limitation, from any and all causes of action, liabilities, suits, claims (including but not limited to, any third party claims that may be made against entrant or Sponsor, and claims arising out of or relating to acceptance, receipt, possession, or use/misuse of any prize, or any publicity or other public exposure of entrant, including without limitation, claims concerning infringement of entrant's or any third party's intellectual property rights or invasion of entrant's privacy or publicity rights, or defamation, or acts undertaken in preparation for, or participation in, the Promotion), cross-claims or counterclaims, costs, injuries, losses, or damages or demands of any kind (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, portrayal in a false light, or attorneys' fees or costs) (collectively, "Claims"), WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY; (c) that he/she has no right to bring, and covenants not to bring, any claim, action, or proceeding of any kind or nature whatsoever against the Released Parties; (d) to assume all risks, express or implied, associated with all Claims released above, including without limitation, all risks concerning entry into and participation in the Promotion; and (e) that NONE OF THE RELEASED PARTIES HAVE MADE OR MAKE OR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, RELATIVE TO THIS PROMOTION OR A PRIZE, AND ALL PRIZES ARE TENDERED TO ENTRANTS ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY GIVEAWAY MATERIALS OR ANY PRIZE.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotion materials and the terms and conditions of these Official Promotion Rules and Eligibility Document, these Official Promotion Rules and Eligibility Document shall prevail, govern, and control.

An entrant's entry will be disqualified, at the sole discretion of Sponsor, if he/she attempts to (a) enter the Promotion through any means other than described in these Official Promotion Rules and Eligibility Document; or (b) disrupt the Promotion, circumvent the terms and conditions of these Official Promotion Rules and Eligibility Document, or in any way tamper with any component of the Promotion. Notwithstanding anything to the contrary contained in these Official Promotion Rules and Eligibility Document, Sponsor further reserves the right, in its sole discretion, to suspend, modify, or cancel the Promotion, or any portion thereof, if it cannot be run as originally planned, including by reason of tampering, unauthorized intervention, or fraud; infection by computer virus; malicious software attacks, bugs, fraud, non-authorized human intervention; strike, lockout, or other labor dispute; national emergency, war (whether or not declared), terrorist attack, floods, accidents, epidemics, earthquakes, weather-related issues (including hurricanes, snowstorms and/or thunderstorms); or other causes beyond the control of Sponsor. Sponsor further reserves the right to take whatever action it deems necessary or appropriate in connection with the administration of the Promotion. Notice of cancellation, termination, modification, or suspension of the Promotion will be posted on the VISIT Lake Geneva Facebook page.

Except where prohibited and subject to the releases and other provisions of these Official Promotion Rules and Eligibility Document, each entrant: (1) agrees that any and all disputes, claims, and causes of action arising out of or connected with the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state courts situated in the State of Wisconsin; (2) agrees that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall include attorneys' fees associated with participation in the Promotion or any disputes arising from the same; (3) agrees that no indirect, punitive, incidental, special, consequential, or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"); and (4) waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO A PARTICULAR ENTRANT(S).

The Promotion and these Official Promotion Rules and Eligibility Document are governed by the laws of the State of Wisconsin, without regard to conflicts of law rules.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Additional Terms and Conditions, as dictated by the destinations participating in the Promotion, may apply.

8. MISCELLANEOUS: Winner is solely responsible for all expenses, costs, pick up and/or delivery and fees associated with acceptance of a prize. Each entrant shall cooperate with Sponsor with respect to any applicable federal, state, or local tax reporting requirements related to the prize or other consideration received by the entrant. Each entrant is solely responsible for reporting and paying any and all applicable federal, state, and local taxes and any additional fees associated with prizes.

9. OFFICIAL PROMOTION RULES: A copy of these Official Promotion Rules and Eligibility Document will be posted on VisitLakeGeneva.com and be available for at least 90 days after the close of the Giveaway.

10. SPONSORS: VISIT Lake Geneva works to share the wonders of Lake Geneva, Wisconsin with travelers from far and wide in search of natural beauty with a feel of the seaside, a place where family traditions can be made, and genuine warmth that makes them feel welcome time and time again.

11. IDENTITY OF WINNERS: For the names of the winners, available after June 1, 2019, send a self-addressed stamped envelope to: VISIT Lake Geneva, 527 Center St Lake Geneva, WI 53147. Requests must be received by December 31, 2019.

12. CONTACT: Please contact Shawni Mutter at shawni@visitlakegeneva.com