



BORN TO CELEBRATE

## Visit Mobile's National Travel & Tourism Week #MobTownMyTown Hometown Pride Instagram Photo Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

### 1. Entry Period

Visit Mobile National Travel & Tourism Week #MobTownMyTown Hometown Pride Instagram Photo Contest (the "**Contest**") begins at 8:00 AM Central Time ("**CT**") on Sunday May 3, 2020 and ends at 03:00:00 PM CT on Friday May 8, 2020 (the "**Contest Period**")

### 2. Eligibility

The Contest is open only to legal residents of Mobile Alabama and immediate surrounding counties who are eighteen (18) years of age or older at the time of entry ("**Participant**").

Employees, representatives, agents, or paid guides of Visit Mobile (the "**Sponsor**"), and their respective parents, affiliates, subsidiaries and advertising and promotion agencies (collectively the "**Contest Parties**"), and all respective employees, shareholders, officers, directors, agents, members, licensees, successors and assigns of the foregoing (collectively, the "**Released Parties**") and members of their immediate family (spouses and children) or persons living in the same household are not eligible to participate in this Contest.

Contest is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations. If it is found that a person who does not meet the eligibility criteria set forth in these rules has submitted an entry, that entry will be deemed ineligible. Sponsor reserves the right to verify eligibility requirements. Participation in the Contest constitutes your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void outside Mobile AL, immediate surrounding counties and wherever else prohibited by law.

### 3. How to Enter

There is no purchase necessary to enter the Contest. Making a purchase will not improve your chances of winning. You must have a valid Instagram account and your account settings must be set to public to enter.

To enter the Contest: (a) login to your Instagram account, (b) visit <https://www.instagram.com/visitmobileal/> (the "**Fanpage**") and Follow the Fanpage, (c) post a photo of your favorite spot/thing/meal etc to Instagram, (d) tag @visitmobileal and (e) include the hashtags #MobTownMyTown, #nttw20 and #YesVisitMobile to earn one (1) entry into the contest (the "**Entry**").

Limit of three (3) entries per person. All Entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor reserves the right to post (or not post) any entry onto any Contest-related gallery. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy. Entries which are incomplete, illegible, or fraudulent are null and void. No entry will be valid if it's considered inappropriate, pornographic or considered hateful. Sponsor is not responsible for incomplete, incorrect, or inaccurate capture of entry information. If you enter the contest

or post via a mobile device using your wireless carrier's network, standard data charges from your wireless carrier may apply.

#### **4. Prizes, Approximate Retail Value ("ARV") and Odds**

Grand Prizes: One (1) grand prize (the "**Grand Prize**") is available to be won, consisting of: (i) two (2) nights at the Battle House Hotel in downtown Mobile (up to \$400 USD, to be used at same time, booking subject to availability, not valid during Mardi Gras), (ii) one (1) \$100USD gift certificate to Felix's Fishcamp, (iii) one (1) \$100USD gift certificate to Dauphin's (iv) one (1)\$100USD gift certificate to Wintzell's Oyster House, and (v) two (2) VIP Attractions passes for winner and guest (valid for 1 year from conclusion of contest)

The ARV of the Grand Prize is \$1,300 USD.

The total ARV of all prizes is \$1,300 USD.

**Odds of winning will depend upon the total number of eligible entries received.** By accepting a prize, the prize winners agree to release the Contest Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by a prize or resulting from acceptance, possession, or use/misuse of any prize awarded. Prizes are not exchangeable or transferable. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right in its sole discretion to substitute a prize with another prize of equal or greater value.

**All expenses related to the acceptance or use of the prize are the sole responsibility of the prize winner.** Sponsor reserves the right to use any and all information related to the contest for promotional, marketing and any other purpose, including online announcements unless prohibited by law.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prizes are not assignable, nor transferable. No exchange or substitution of any prize, except at the sole discretion of the Sponsor. Any other incidental expenses on a prize not specified herein are the winner's sole responsibility. All prize details are at the sole discretion of the Sponsor. If a winner cannot accept a prize as stated, the prize will be forfeited, and an alternate winner will be selected, time permitting. Winner is solely responsible for all federal, state, and local taxes (as applicable), or any other expenses in connection with the acceptance, receipt use and/or misuse of a prize not specified.

#### **5. Winner Selection**

One (1) potential Grand Prize winner will be voted on among all eligible entries by panel of qualified judges determined by Visit Mobile in its sole discretion. Vote will be held on or about, Friday May 8, 2020 after conclusion of contest at 3pm CT. The vote will take place between judges selected by the Sponsor, whose decisions are final.

#### **6. Winner Notification**

The eligible prize winner will be announced publicly on Visit Mobile's Social Media channels and local outlets, winner will additionally notified by @visitmobileal through direct message to the Instagram account used to enter on or about Friday, May 8, 2020.

If an eligible winner cannot be contacted within forty-eight (48) hours of the notification, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit any and all rights to the applicable prize) and the Sponsor reserves the right, in its sole and absolute discretion to randomly select an alternate eligible

winner for the applicable prize in a separate random drawing from the remaining eligible entries submitted and received in accordance with these Official Rules, time permitting.

**No one is a winner unless and until the Sponsor officially confirms him/her as a winner in accordance with these Official Rules.**

Before claiming prize confirmed prize winner, the winners will be required to sign and return, within seventy-two (72) hours of notification, an Affidavit of Eligibility & Liability Release, and where allowable, a Publicity Release (together, the “**Releases**”). Noncompliance will result in disqualification and an alternate winner may be selected in a separate random drawing, time permitting.

Prizes will be picked up at Visit Mobile Offices driver’s license or equivalent and proof of residency in Mobile AL (gas/electric bill or equivalent) along with a copy of winner email notification, to be presented upon pick up of the prize.

## **7. Limitation of Liability**

By participating in the Contest and as a condition of acceptance of a prize, each entrant, his/her heirs, executors, administrators and assigns, releases, waives, discharges, and holds harmless the Released Parties from, and against any and all losses, damages, rights, claims, actions, causes of action, personal injury, property damage or death (including without limitation any and all costs and liabilities of any kind including but not limited to lawyer’s fees), and including, without limitation, any such arising from any act of negligence of the Released Parties, that the entrant now has, or may hereafter have against the Released Parties directly or indirectly resulting from participation of the Contest or the awarding, acceptance, use, or misuse of a prize. Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Contest or use/misuse or redemption of a prize.

## **8. General**

By participating in the Contest, you agree to these Official Rules and the decisions of the Contest Parties and release the Sponsor and the Released Parties from all claims and liability relating to your participation in the promotion, and the acceptance and use/misuse of any prize offered. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prizes. Sponsor is not responsible for incompatibility of Participant’s hardware, software or browser technology.

Acceptance of a prize constitutes permission for the Sponsor and its designees to use winner’s name, city, state, likeness, voice, biographical information, comments and other statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, except to the extent prohibited by law.

## **9. Disputes**

Except where prohibited, Participants 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 the State of Alabama. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s 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 the State of Alabama without giving effect to any choice of law or conflict of law rules (whether of the State of Alabama or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Alabama. The remedy for any claim shall be limited to actual damages, and in no event

shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

## **10. Privacy**

By entering and providing the required entry information, Participants agree to receive email marketing communications from Sponsor. Participants also acknowledge that Sponsor may also send information or special offers it believes may be of interest to Participants, or other information or goods offered by its marketing partners. Personal information collected is subject to the Sponsor's Privacy Policy, which can be found at <https://www.mobile.org/privacy/>

## **11. Official Rules Request**

To request a copy of the Official Rules, see <http://www.mobile.org/nttw/> or send an email to [egonzalez@mobile.org](mailto:egonzalez@mobile.org) with the subject line: Visit Mobile's National Travel & Tourism Week #MobTownMyTown Hometown Pride Instagram Photo Contest Official Rules Request, by May 8, 2020. Requests received after that time will not be fulfilled.

## **12. Winner Confirmation Request**

For a written confirmation of the winners (available after May 15, 2020), send an email to [egonzalez@moible.org](mailto:egonzalez@moible.org) with the subject line: Visit Mobile's National Travel & Tourism Week #MobTownMyTown Hometown Pride Instagram Photo Contest Winner Confirmation Request by May 31, 2020. Requests received after that time will not be fulfilled.

**13. Sponsor:** Visit Mobile, Alabama 1 S. Water St. Mobile, AL 36602

Void outside of Mobile AL and immediate surrounding counties. The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is hereby completely released of all liability by each Participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram.