Panama City Beach Chasin' the Sun TV "Total Redfish Package" Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET ACCESS REQUESTED BUT NOT REQUIRED

The PANAMA CITY BEACH CONVENTION AND VISITOR'S BUREAU, INC. (the "CVB") is the operator of Chasin' the Sun TV "Total Redfish Package" Sweepstakes (the "Sweepstakes"), which begins and ends on the following days and times:

Begins at 9:00:01 AM Central Time ("CT") on April 30, 2022.

Ends at 11:59:59 PM CT on May 31, 2022.

- 1. AGREEMENT: All people who submit entries to this Sweepstakes ("Entrants") agree to comply with these Official Rules. The Official Rules are void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. BINDING AND FINAL DECISIONS: Entrants agree that the decisions of the employees, officers and directors of the CVB (the "Sponsor") and judges, pertaining to this Sweepstakes, shall be binding and final.
- 3. ELIGIBILITY: The Sweepstakes is open only to natural persons who are legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older at the time of Sweepstakes registration. The Sponsor, its independent contractors Pinfish Media LLC, Careco Multimedia Entertainment LLC, Camper's Inn, Inc. d/b/a Florida Watersports and their respective parent companies, affiliates, subsidiaries, retailers, advertising, marketing and promotion agencies, contest and fulfillment sub-contractors, in any way associated with the Sweepstakes, (collectively, "Sponsor and Sweepstakes Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating in the Sweepstakes, participants release, discharge and agree to defend, indemnify and hold harmless Sponsor and Sweepstakes Parties, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Sweepstakes or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you ("Participant") agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects.
- 4. HOW TO PARTICIPATE ON LINE: To participate in the Sweepstakes online, go to <u>www.chasinthesuntv.com</u> (the "Website") during the Sweepstakes Period to gain access to the Sweepstakes entry form. You will then be required to enter your email address, your legal name, your current residential address, and telephone number.

After verification that your email address is functional you will also be required to confirm that you agree to the terms and conditions of these Official Rules. Once you have entered a functional email address, legal name and current residential address, and confirmed that you agree to the terms and conditions of these Official Rules, you will be able to click on the submit button which will complete your entry. You will receive a submission confirmation message on the Website confirming your entry into the Sweepstakes. Limit of one (1) entry per email address for the Sweepstakes. After receipt of one entry from an email address, subsequent entries from the same email address shall be null and void.

- 5. ALTERNATIVE PARTICIPATION: To participate in the Sweepstakes by mail, you may request a Sweepstakes entry form by US Mail, postage prepaid, addressed to "Chasin' the Sun TV Total Redfish Package Sweepstakes," 17001 Panama City Beach Parkway, Panama City Beach, FL 32413. Both your request for an entry form and the properly completed entry form must be received by the CVB during the respective Sweepstakes Period. The entry form will require you to give the same information required online, except that your email address will not be required and you will be required to provide a valid mailing address. You may not enter a Sweepstakes both online and by mail.
- 6. OWNERSHIP OF ENTRIES: All entries, including ineligible entries, become the property of Sponsor and will not be acknowledged or returned. Entrants are responsible for ensuring that the contact information provided at the time of entry is current and accurate. The Sponsor shall not be responsible for incorrect or inaccurate entry information caused 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 the entries in the Sweepstakes. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.
- 7. USE OF INFORMATION: Your Sweepstakes registration information will be used by the CVB to select and notify potential winners. The information you provide may be used by the CVB in the future to share information with you about Panama City Beach as well as future events and programs associated with Panama City Beach. The information you provide may be used by Florida Watersports in the future to share information with you about products/services. Otherwise, your information will be protected and used only as explained in the CVB Privacy Policy available on the Website. You may easily unsubscribe from the information list at any time.
- 8. SWEEPSTAKES PRIZES, ODDS AND DRAWINGS: For the Sweepstakes, on or about the day following the end of the Sweepstakes (that is, on or about, June 1, 2022) a Sweepstakes winner, a first alternate winner and a second alternate winner will be selected through an electronic, randomized drawing from all eligible entries received within the respective Sweepstakes Period. Odds of winning depend on the number of eligible entries received.

- **9. WINNERS LIST**: To view the list of potential and alternate winners for each Sweepstakes go to the Website after June 5, 2022.
- **10.PRIZE AND APPROXIMATE RETAIL VALUE FOR EACH SWEEPSTAKES:** Panama City Beach Chasin' the Sun TV "Total Redfish Package" prizes are rod, reel, line, tackle and artificial lures.

The Approximate Retail Value ("ARV"), including any applicable taxes and fees, of the Sweepstakes package is \$450.00 USD.

Any difference between ARV and actual value will not be awarded. Certain restrictions may apply; winner is responsible to investigate and plan accordingly. If winner or guest cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner may be chosen. Sponsor and Sweepstakes Parties are not responsible for lost or mutilated tickets or vouchers and none will be replaced. The hotel accommodations, any dining or amenity vouchers, and any event tickets will be determined at the sole discretion of Sponsor. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value.

- 11.SWEEPSTAKES WINNER NOTIFICATION: Potential Sweepstakes winner will receive a prize notification via email within three (3) days of the drawing date or as soon thereafter as reasonably practicable. The potential winner will be sent, via email, an Affidavit of Eligibility, an IRS W9 form and a Liability and Publicity Release form. The potential winner must execute the Affidavit of Eligibility (under penalty of perjury) and the IRS W9 form. All forms must be completed, signed, notarized and returned to the CVB within seven (7) days of date of issuance. The potential winner then and only then becomes the "winner." If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules or timely return all the requested forms, he/she will forfeit that prize in the Sponsor's discretion and the first alternate winner will be contacted as above described. In the event the first alternate shall not become the winner for any reasons, then the second alternate will be contacted as above described. If the second alternate does not become the winner, then that Sweepstake shall terminate without a winner.
- **12.GENERAL PRIZE CONDITIONS:** Prizes will be awarded by Sponsor only upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her natural (parent) or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

- 13.INELIGIBLE ENTRIES: Sponsor and Sweepstakes Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries, all of which are void. By submitting an entry, entrant warrants that he or she is a natural person, that the entry is made in his or her legal name and contains his or her current, physical residence address. Any discrepancy shall, in the unfettered discretion of Sponsor, void the entry. Any material discrepancy shall, in the unfettered discretion of Sponsor, void the entry.
- 14. DISQUALIFICATION: Entrants that are discovered during prize verification to be unqualified or to have entered, attempted to enter, or used multiple accounts to enter more than the stated limit in section 2 above will be disqualified at the discretion of the Sponsor, or will be void. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sweepstakes entries generated by script, macro or other automated means and Sweepstakes entries made by any means, which subvert the entry process, are void. Entrants that are not natural persons are disqualified. Entries where the provided name is not the entrant's legal name, or where the provided address is not the entrant's valid physical residence address, will be void. The Sponsor may stop you from participating in this Sweepstakes if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner.
- **15. LICENSE OF PUBLICITY RIGHTS:** Upon entering the Sweepstakes and completing and returning the required forms to become a winner, the winner and guests grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's and guest's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law.
- 16. ENTRANT'S RELEASES AND WAIVERS: As a condition of entering the Sweepstakes, entrant expressly waives any right to trial by jury of any claim, demand, action or cause of action arising from this Sweepstakes. As a condition of entering the Sweepstakes, entrant agrees that (1) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will any entrant be entitled to receive attorneys' fees. BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS SPONSOR AND SWEEPSTAKES PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH,

AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE SWEEPSTAKES OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. ENTRANTS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- **17.DISCLAIMER:** Sponsor and Sweepstakes Parties are not responsible for printing or typographical errors in these Official Rules or in any Sweepstakes-related materials. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes and award the prizes for the Sweepstakes from among all eligible, nonsuspect entries in a random drawing if for any reason this Sweepstakes is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Sweepstakes. Sponsor and Sweepstakes Parties are not responsible or liable for any events which may cause errors and/or the Sweepstakes to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor and Sweepstakes Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Sweepstakes, the processing of entries, or in any other Sweepstakes-related materials.
- 18.CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.
- **19. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Bay County, Florida. 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 Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Florida, without giving effect to any choice of law or conflict of law rules (whether of the state of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Florida.

- **20.TAX INFORMATION:** All federal, state, local, and income taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form will be issued to the winner.
- **21.SPONSOR and OPERATOR**: Panama City Beach Convention and Visitors Bureau, Inc., a Florida corporation with offices at 17001 Panama City Beach Parkway, Panama City Beach, FL 32413.