

**Panama City Beach
Pirates of the High Seas Fest Costume 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 the Pirates of the High Seas Fest Costume Sweepstakes (the "Sweepstakes"), which begins and ends on the following days and times:

Begins at 12:00:01 AM Central Time ("CT") on October 5, 2020.

Ends at 11:59:59 PM CT on October 11, 2020.

- 1. 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. Employees, officers and directors of the CVB (the "Sponsor"), its independent contractors, 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. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply
- 2. HOW TO PARTICIPATE ONLINE:** There are two ways to participate in the Sweepstakes online. **The first way to participate online is to go to www.visitpanamacitybeach.com/piratesofthehighseas/costume-contest** (the "Website") during the Sweepstakes Period to gain access to the Sweepstakes entry form which will live on the Website. You will be required to upload a picture of yourself in a pirate costume and 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 as well as an automatic email to the provided email address confirming your entry into the Sweepstakes. **Limit of one (1) entry per email address for the Sweepstakes.** More than one entry received from a single email address during the Sweepstakes Period will void all entries from that address. **The second way to participate online is** to post a photograph of yourself to Instagram with the hashtag #PCBPiratesFest. Your uploading of the hashtagged photo will enter you into the Sweepstakes drawing described by Section 6 of these Official Rules, but you will not be eligible to win or collect any prize until you have completed the entry form process described in the beginning of this section, you have confirmed that you agree to the terms and conditions of these Official Rules, both of which must be done within three (3) days after you have been contacted on Instagram by the Sponsor, and you have completed the requirements of Section 9 of these Official Rules.

- 3. ALTERNATIVE PARTICIPATION:** To participate in the Sweepstakes by mail, you may request a Sweepstakes entry form by US Mail, postage prepaid, addressed to Pirates of the High Seas Sweepstakes,” 17001 Panama City Beach Parkway, Panama City Beach, FL 32413. Both your request for an entry form and the properly completed entry form complete with a photo of your in a pirate costume 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.
- 4. OWNERSHIP OF ENTRIES:** All 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.
- 5. 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. Otherwise, your information will be protected and used only as explained in the CVB Privacy Policy available on www.visitpanamacitybeach.com. You may easily unsubscribe from the information list at any time.
- 6. SWEEPSTAKES PRIZES, ODDS AND DRAWINGS:** For the Sweepstakes, on or about the day following the end of the Sweepstakes (that is, on or about, October 13, 2020 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 Sweepstakes Period. Odds of winning depend on the number of eligible entries received.

7. **WINNERS LIST:** To view the list of potential and alternate winners for each Sweepstakes go to the Website after October 13, 2020.

8. **PRIZE AND APPROXIMATE RETAIL VALUE FOR EACH SWEEPSTAKES:** One Panama City Beach Pirates of the High Seas Costume Sweepstakes package on dates selected by Sponsor and coordinated with winner in October 13 of 2020, with the package being designed and arranged by the Sponsor for winner and winner's three guests, including:
 - a. Accommodations for four (4) in Panama City Beach for two nights at a single hotel room, condominium unit, or rental home to be selected by Resort Collection.
 - b. Four gift cards for the Skywheel Panama City Beach
 - c. Four gift cards for the Escape the Room PCB
 - d. Four gift cards for Wonderworks
 - e. Gift certificate for \$60 to Capt. Anderson's Restaurant
 - f. Gift certificate for \$50 to Thomas Donut & Snack Shop

The Approximate Retail Value ("ARV"), including any applicable taxes and fees, of the Sweepstakes package is \$1,200.

Any difference between ARV and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these Official Rules. Winner and guest(s) are responsible for obtaining all necessary travel documents prior to travel. 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 voucher 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.

9. **SWEEPSTAKES WINNER NOTIFICATION:** Potential Sweepstakes winner will receive a prize notification via email or Instagram 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 (if prize value is \$600.00 or more) 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. The potential winner and all guests must execute and acknowledge the Liability and Publicity Release form. Guests must be of legal age of majority in his/her jurisdiction of

residence (and at least 18) or if the guest is a minor, the potential winner must be the minor guest's parent and legal guardian or legal guardian and must complete and return the Liability and Publicity Release form on behalf of the minor child. 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, 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.

10. 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 will be disqualified at the discretion of the Sponsor, or will be void. Sweepstakes entries generated by script, macro or other automated means and Sweepstakes entries made by any means, which subvert the entry process, are void.

11. GENERAL PRIZE CONDITIONS: Prize will only be awarded by Sponsor 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.

12. MISCELLANEOUS: 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. 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. All entrants agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.

13. RELEASE: 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, SWEEPSTAKES PARTIES, AND SOCIAL MEDIA ENTITIES (DEFINED BELOW) 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.

14. DISCLAIMER: Sponsor and Sweepstakes Parties are not responsible for printing or typographical errors in these Official Rules or in any Sweepstakes-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes and award the prizes for the Sweepstakes from among all eligible, non-suspect 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. 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. 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.

16. 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.

17. 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 of any prize totaling \$600.00 or more.

18. 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.

19. SOCIAL MEDIA ENTITIES: The Sponsor may have posted Sweepstakes information on various social media platforms or may have advertised or promoted the Sweepstakes on various social media platforms. Entrant acknowledges that Facebook, Instagram, Snapchat, Twitter, or any other social media platform used in connection with the Sweepstakes, along with the owners, parent companies, or subsidiaries of any of the above (collectively, the "Social Media Entities") are not sponsors or operators of this Sweepstakes and the Sweepstakes is no way sponsored, endorsed or administered by, or associated with, the Social Media Entities. Entrant fully releases and holds harmless the Social Media Entities and will not seek relief from the Social Media Entities in the event that entrant is not treated fairly in this Sweepstakes or has otherwise been harmed related to entrant's participation in this Sweepstakes.