

## **Raleigh, N.C., Getaway (the “Sweepstakes”)**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN THE SWEEPSTAKES.**

#### **1. SWEEPSTAKES DESCRIPTION**

“Sponsor” is the Greater Raleigh Convention and Visitors Bureau (GRCVB or visitRaleigh.com), 421 Fayetteville Street, Suite 1505, Raleigh, NC 27601.

Sponsor’s Raleigh, N.C., Getaway (the “Sweepstakes”) is a giveaway in which one (1) grand prize winner will be selected and awarded: One-night stay at Origin Raleigh, \$25 gift card for Good Day Good Night, Reborn Clothing Co. three-piece travel bundle (a weekender, travel case and zipper pouch), \$100 Sullivan’s Steakhouse gift card and \$250 North Hills gift card.

The Sweepstakes begins at 10:00 AM Eastern on Friday, October 23, 2020, and ends at 11:59 PM Eastern on Tuesday, November 17, 2020. The selection process and announcement of the winner, as described below in “Winner Selection Process,” will take place on Wednesday, November 18, 2020. The deadline for submissions is 11:59 PM Eastern on Tuesday, November 17, 2020. Odds of winning depend on the number of eligible entries received.

The potential winner will be sent a prize-winning notification via electronic mail (e-mail) by 5:00 PM Eastern on Wednesday, November 18, 2020. Such potential winner has until 5:00 PM Eastern on Friday, November 20, 2020, to claim his/her prize by responding via e-mail or an alternate potential winner will be selected. In addition, an alternate potential winner will be selected in the event that the potential winner (i) does not comply with these official rules, (ii) cannot be contacted or provides an incorrect e-mail or mailing address, (iii) is ineligible, or (iv) fails to claim a prize or if the prize notification or prize is returned as undeliverable.

Acceptance of a prize constitutes permission for Sponsor and Sweepstakes entities to use the winner's name and likeness for administering the Sweepstakes, as well as for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

#### **2. ELIGIBILITY**

This Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all other territories), who are 18 years of age or older, and is VOID WHERE PROHIBITED BY LAW.

Employees, officers and directors of Sponsor, and members of their immediate families (defined as spouse, child, sibling, parent, or partner), together with those with whom such employees, officers and directors are domiciled, are NOT eligible to participate in the Sweepstakes.

The winner will be required to execute an affidavit of eligibility attesting that the winner has complied with all the official rules. The winner and his or her guest will be required to execute a liability release that releases Sponsor, all prize-supplier companies, and their respective officers, employees and agents from all liability for damages or personal injury in connection with the sweepstakes and the use of the prize by the winner and his or her guest. The winner will also be required to execute a publicity release consenting that the Sponsor and anyone they may authorize may, without compensation, use the winner's name, photograph or other likeness, biographical information and statements concerning the Sweepstakes or the Sponsor for purposes of advertising and promotion.

#### **3. HOW TO SUBMIT A SWEEPSTAKES ENTRY**

Any individual wishing to compete in the Sweepstakes (“Entrant”) must enter in this manner:

1. Go to <http://www.visitRaleigh.com/giveaway>.
2. Fill out the contact information including your first and last name, email address and phone number by Tuesday, November 17, 2020 (an "Entry").

#### 4. WINNER SELECTION PROCESS

One (1) grand prize winner will be selected randomly from all eligible Entries on Wednesday, November 18, 2020, using the following process:

1. Sponsor will keep a record of each Entry in a computer database, assign a number to each Entry, and utilize a random number generator to pick the winner.
2. Due to the volume of requests we receive, we cannot and will not answer ANY questions about the Sweepstakes via e-mail. The information you need is all right here.
3. In the event of a dispute as to the winner's identity, entries will be deemed made by the holder of the e-mail account associated with the winning Entry.

#### 5. CONDITIONS OF SWEEPSTAKES ENTRY

All Entries become the property of the Sponsor and will not be acknowledged or returned. By entering, Entrants accept and agree to be bound by these Official Rules, including the decisions of the Sponsor which are final and binding in all respects.

As conditions of entry into the Sweepstakes, each Entrant:

- WARRANTS AND REPRESENTS THAT THE ENTRANT OWNS ALL RIGHTS TO THE MATERIALS HE/SHE IS SUBMITTING (COLLECTIVELY, THE "SWEEPSTAKES ENTRY MATERIALS").
- Irrevocably grants to Sponsor, and its affiliates, legal representatives, assigns, agents and licensees, a worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to copyright (only as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, edit for length and content, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's name, address, image, likeness, statements, biographical material and Sweepstakes Entry Materials, including, but not limited to, any additional images and other materials relating to the Entrant and arising out of his/her participation in this Sweepstakes (with or without using the Entrant's name) (collectively, the "Additional Materials") (in each case, as submitted or as edited/modified in any way, whether by the Sponsor, its licensees, or assigns, in the Sponsor's sole discretion) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party.
- Irrevocably grants to Sponsor, and its affiliates, legal representatives, assigns, agents and licensees, a worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to use the Sweepstakes Entry Materials for advertising, promotional or any other commercial purposes, including without limitation, the right to publicly display, reproduce and distribute the Sweepstakes Entry Materials in any other media, now known or hereafter devised, discovered or developed, throughout the world or universe, in perpetuity, in and/or via any format whatsoever, including, without limitation, any and all rights to license any of the same to any third parties, including, without limitation, Sponsor's ability to publish, reproduce and otherwise use. Entrant's name may be published on any Sponsor-owned website.
- Forever waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude Sponsor's use of the Entrant's Sweepstakes Entry Materials or Additional Materials, or require the Sweepstakes Entrant's permission for Sponsor to use them

for promotional purposes, and agrees to never sue or assert any claim against the Sponsor's use of those materials.

- Agrees to indemnify and hold the Sponsor and its respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Sweepstakes Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Sweepstakes Indemnitees arising out of or in connection with the Sweepstakes, including, but not limited to, (a) any Sweepstakes Entry Materials or Additional Materials (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such other material or based on trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation); (b) any breach by Entrant of any warranty, agreement or representation contained in the Official Rules or in any documentation submitted by Entrant; (c) the Entrant's conduct during and in connection with this Sweepstakes; or (d) the acceptance of any prize.

## 6. SPONSOR'S RIGHT TO DISQUALIFY ENTRY OR TERMINATE SWEEPSTAKES

At any time during the Sweepstakes, Sponsor reserves the right, in its sole and unfettered discretion, to disqualify and remove any Entry that is corrupted, is not received correctly or that Sponsor believes does not meet the spirit or requirements of the Official Rules.

The Sponsor disclaims any responsibility for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail or on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in connection with the Sweepstakes.

The Sponsor disclaims responsibility for lost, late or misdirected entries.

The Sponsor reserves the right to cancel, terminate, modify or suspend the Sweepstakes in the event that the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes.

The decisions of the Sponsor on this and all matters relating to the Sweepstakes are final and binding.

## 7. PRIZES

One-night stay at Origin Raleigh, \$25 gift card for Good Day Good Night, Reborn Clothing Co. three-piece travel bundle (a weekender, travel case and zipper pouch), \$100 Sullivan's Steakhouse gift card and \$250 North Hills gift card.

The total grand-prize package has a fair market value of \$735.00. If the winner is unable to utilize any portion of the prize during the time period specified, then the winner forfeits that portion of the prize package. The prize is non-transferable and shall be deemed to have no cash value. All unclaimed and/or unused portions of the prize may not be used as sales or trade incentives for employees of Sponsor, their agencies or clients.

No prize substitution is permitted, except by Sponsor, which reserves the right to substitute any prize of equal or comparable value including cash in the event of prize unavailability.

**ALL FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES APPLICABLE TO THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** The winner acknowledges and agrees that, as a condition of being awarded the prize, the winner must sign and return, within two (2) days following attempted notification, a standard release form. Noncompliance within this time period may result in disqualification and an alternate the winner may be selected.

If a prize-supplier company is unable to perform for any reason during the time period specified, the balance of the prize will be awarded in full satisfaction of prize award.

#### **8. OTHER RESTRICTIONS AND EXCLUSIONS**

Prize package fulfillment is subject to availability and restrictions of the Sponsor and the participating hotel and other prize providers. Contact the Origin Raleigh for specific reservations.

Items NOT included as part of the prize which are the responsibility of the winner include: additional room occupants, meals and sundries, transportation, travel insurance, room service, laundry service, spa treatments, alcoholic beverages, local and long distance telephone calls, merchandise and souvenirs, incidental expenses, additional tips & gratuities, income taxes and all other costs and expenses not otherwise mentioned herein.

#### **9. LIMITATIONS OF LIABILITY**

Sponsor assumes no responsibility for any computer, online, telephone transmission or technical malfunctions that may occur during participation in the Sweepstakes (including, without limitation, the voting phase of the Sweepstakes), or theft, destruction or unauthorized access to, or alteration of, Sweepstakes Entry Materials or Additional Materials. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, Entrants, or any of the equipment or programming associated with or utilized in the Sweepstakes, or for any technical or human error which may occur in the processing of submissions or votes in the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation of transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing (including but not limited to any such problems which may result in the inability to access the Sweepstakes Site or to submit Entry Materials in connection with the Sweepstakes). Sponsor is not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select the winner from among that portion of the Sweepstakes that has not been compromised, if any. Sponsor reserves the right to cancel this Sweepstakes at any time without obligation or prior notice.

#### **10. ARBITRATION/CHOICE OF LAW**

Except where prohibited, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Raleigh, North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of North Carolina.

## 11. OTHER DISCLAIMERS

Except where prohibited by law, participation in the Sweepstakes shall constitute an Entrant's consent to be bound by these Official Rules and to conform to all federal, state and local laws.

The Sponsor, in its sole discretion, reserves the right to disqualify any individual who attempts to undermine the legitimate operation of the Sweepstakes by tampering with any web site mechanism, acts in a disruptive manner or violates these Official Rules.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH ENTRANT. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

## 12. PERSONAL INFORMATION AND PRIVACY POLICIES

From time to time the visitRaleigh.com website may request information from users through surveys or Sweepstakes. Participation in these surveys or Sweepstakes is completely voluntary, and the user therefore has a choice whether or not to disclose requested information. Personal information requested may include contact information (such as name and address), demographic information (such as gender, occupation and age range) and vacation habits or plans.

Survey participants may be contacted about their vacation experiences in Raleigh, N.C. The Sponsor or its agents may, from time to time, contact Sweepstakes participants with special offers made by our marketing partners – Raleigh's tourism businesses. At that time, users will have the option to request to not receive any further information or offers from the Sponsor. The Sponsor will not provide personal information collected via surveys to businesses or organizations for their own direct marketing purposes. Information provided for Sweepstakes entry will be used by the Sponsor to notify the winner and award the prize. Contact information may also be used for direct marketing purposes by the Sponsor.

## 13. SPONSOR CONTACT INFORMATION

Greater Raleigh Convention and Visitors Bureau  
ATTN: Raleigh, N.C., Getaway  
421 Fayetteville Street, Suite 1505  
Raleigh, NC 27601-2995  
919.834.5900 (phone)  
919.831.2887 (fax)  
visitRaleigh.com (Web): brand@visitRaleigh.com (email)

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