

Thunder Over The Heartland 2021
Visit Topeka, Greater Topeka Partnership
SWEEPSTAKES OFFICIAL RULES

These are the Official Rules for the Topeka, Kansas Visit Topeka – Greater Topeka Partnership Sweepstakes (“Promotion”).

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“U.S.”) AND WHO ARE 18 YEARS OF AGE OR OLDER.

1. Sponsor: The Sponsor of this Promotion is Visit Topeka with a principal place of business at 719 S. Kansas Ave, Suite 100 Topeka, KS 66603 (“Company”).

2. Terms and Conditions: By participating in the Promotion, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Company as final and binding as it relates to the Promotion. You agree that Company shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Company, or its designee.

3. Eligibility: The Promotion is open to legal U.S. residents who are at least 18 years of age, and the age of majority in their state of residence, and who currently receive promotional emails or e-newsletters from Company (“Entrant”) or have obtained the sweepstakes information via official social networks of the Company. Current employees of Company, its affiliates, or subsidiaries, and their immediate family members and/or those living in same household are not eligible to enter the Promotion. Immediate family includes spouse, parents, siblings, children, stepparents, stepchildren, grandparents and grandchildren.

THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE.

4. Promotion Period: The Promotion begins on **October 15, 2020 at 12:00:01 PM Central Time and ends on October 22, 2020 at 11:59:59 PM Central Time** (the “Promotion Period”). All entries must be received by **October 22, 2020 at 11:59:59 PM Central Time**. Company’s internal business computer will be the official clock of this Promotion.

5. How to Enter: No purchase is necessary to enter or win. During the Promotion Period, an eligible Entrant may enter the Promotion by **entering required contact information and accepting the terms and conditions**. Limit one entry per Entrant during the Promotion Period.

6. Winner Selection. One (1) will be selected by random drawings held on or about **October 23, 2020** (the “Drawing Date”) from all eligible entries received prior to the Drawing Date.

If the Prizes (as defined below) or any portion thereof cannot be awarded for any reason, Company reserves the right to substitute such Prize with another prize of equal or greater value. Decisions of the Company will be final and binding on all matters relating to this Sweepstakes.

Company will notify the potential winners by e-mailing and/or sending a direct message through the social channel to him/her via the e-mail address provided by the Entrant (or the social handle provided) at the time of entry. Company shall have no liability for a winner’s failure to receive notices due to winners’ spam, junk e-mail, voicemail malfunction or other security settings or for winners’ provision of incorrect or otherwise non-functioning contact information.

The potential winners may be required to complete, sign and return to Company an Affidavit of Eligibility and Liability/Publicity Release within 14 days of receipt of such documents from Company before accepting the Prize. If a potential winner fails to return such documents to Company prior to such deadline, the Prize won may be forfeited in Company’s sole discretion, such potential winner may be disqualified, and an alternative winner may be selected by Company from the remaining eligible entries. In the event that more than two (2) prospective

winners for a Prize are inadvertently named, a drawing will be held among all such potential winners to select one winner.

7. Prizes. As used in these Official Rules, a "Prize" collectively means the following:

- **Two (2) adult admission passes to Thunder Over the Heartland Airshow.**

The Prizes are non-transferable and may not be redeemed for cash. No prize substitution will be permitted for any Prize, except at Company's discretion. Company reserves the right to substitute any Prize with another prize of equal or greater value. Company is not responsible for any inability of any winner to accept or use the Prize (or portion thereof) for any reason. Any difference in the stated ARV and the actual value of the Prize or Participation Gift will not be awarded. If the potential Winner is found to be ineligible, does not comply with these Official Rules or declines to accept the Prize, the potential Winner may be disqualified in Company's sole discretion, and in such case Company may select an alternate winner in a random drawing from remaining eligible entries.

8. Odds of Winning. The odds of winning depend upon the number of entries received prior to the Drawing Date.

9. Entries. All entries will become the property of Company and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. Entries that do not comply with these Official Rules of the Promotion will result in disqualification. Incomplete or illegible entries will not be considered. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized channels or if they contain production, typographical, electronic, mechanical or other errors. Company reserves the right, in its sole discretion, to disqualify any entry at any time which, in Company's opinion, is offensive, contains unsuitable material, endangers the safety or wellbeing of any Entrant, or if it is determined the Entrant has not complied with these Official Rules or applicable laws. Entries in excess of limit are void.

10. Responsibility for Prize. If you win a Prize, you understand and agree that Prizes are awarded "as is" with no warranty, representation or guarantee of any kind by Company. Company is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner.

11. Compliance with Laws. Receipt of any Prize offered in this Promotion is conditioned upon the Entrant's compliance with these Official Rules and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT COMPANY'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.

12. Termination: Company reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Promotion. Examples of reasons for termination or modification of the Promotion may include (without limitation) Company's inability to reasonably or fairly conduct or administer the Promotion due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Company's control. If Company modifies, cancels, terminates or suspends the Promotion, Company may, in its sole discretion, randomly select winners from all eligible, non-suspect, entries received prior to and/or after (if appropriate) the action taken by Company. Company reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these

Official Rules. Any attempt by an Entrant to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, Company reserves the right to seek damages from any such person to the fullest extent permitted by law.

13. Limitations on Entries. You may only enter yourself in the Promotion one time in your own name and with your own contact information. Entries made by any other individual or any entity on your behalf, and/or originating at any other website or e-mail address, including, without limitation, commercial Promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Company is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise.

14. LIMITATIONS. ALL PRIZES WILL BE AWARDED "AS IS" WITH NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

15. RELEASE AND HOLD HARMLESS. BY ENTERING THIS PROMOTION, THE ENTRANT HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE PROMOTION, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF COMPANY OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE PROMOTION; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE); (C) TECHNICAL FAILURES OF ANY KIND; (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR PROCESSING OF ENTRIES.

16. Other Requirements. The winner may, at the Company's discretion, be required to sign and return a declaration of eligibility, additional release of liability, and, where lawful, an additional publicity consent agreement.

17. Disputes: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, the Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased.

18. Entry Information: Company may use the Entrant's entry information to send the Entrant offers, promotions or product information.

19. Winners List: To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Visit Topeka, Attn: Sean Dixon, 719 S. Kansas Ave, Suite 100, Topeka, Kansas 66603.

About Thunder Over the Heartland Airshow

From vintage planes to jets, this event in Topeka, Kansas is power-packed with performers across the country geared at giving you and your family a weekend to remember for a long time!

About Visit Topeka

Visit Topeka is a nonprofit marketing agency dedicated to improving the local economy through growth in travel and tourism to Topeka, Shawnee County, and Northeast Kansas.