

OFFICIAL RULES FOR CAROLINA BEACH GETAWAY GIVEAWAY

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE OR INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

1. Sweepstakes Description

The Carolina Beach Getaway Giveaway (“Sweepstakes”) is sponsored by Wilmington and Beaches Convention & Visitors Bureau, 929 N. Front St. Suite 410, Wilmington, NC 28401 (“Sponsor”). The Sweepstakes entry period begins at 10:00 am EST on 03/29/24 and ends at 4:00 pm EST on 03/30/24 (the “Entry Period”). Two (2) grand prizes (estimated value of \$520 each) described in Section 5 below will be awarded based on a random drawing each day of eligible entries received that day during the Entry Period. This Sweepstakes is void where prohibited and subject to all local, state, and federal laws and regulations.

2. Eligibility

The Sweepstakes is open to legal residents of the United States of America, age twenty-one (21) or older. Employees of Sponsor, Carowinds, and each of their respective parent and affiliated entities, and each of their respective advertising and marketing agencies and any party involved with the administration of the Sweepstakes (collectively all of these entities to be referred to as the “Sweepstakes Entities”) and members of such employees’ respective immediate families (parent, spouse, child, sibling, grandparent and grandchild) regardless of whether they reside in the same household, and members of the same household of such employees, are not eligible to enter. Void where prohibited.

3. How to Enter

You can only enter via iPad at the activation event inside Carowinds in which you must enter your First name, Last name, Email address and Postal code. Limit one (1) entry per person. Sponsor’s computer for receiving entries shall be the official time clock for this Sweepstakes. Each entry must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified. If you are suspected of attempting to register or enter in excess of the specified registration/entry limits, by any means, including but not limited to establishing multiple e-mail accounts, or using any automated means to enter, you may be disqualified in Sponsor’s sole and absolute discretion.

In the event of a dispute over the identity of a potential Grand Prize winner or other winner, the entry will be declared made by the authorized account holder of the email address submitted at the time of entry, and any potential winner may be required to provide evidence sufficient to show that he/she is the authorized account holder of the email address. It is the sole responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail or postal address or phone number. Sweepstakes Entities are not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible or misdirected entries. Sweepstakes Entities are not responsible (a) if online service or equipment is interrupted including without limitation (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electric, or (b) for the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.

4. Winner Selection and Notification

On or about April 1, 2024, a random drawing will be conducted by Sponsor from among all eligible entries received by Sponsor to select the potential Grand Prize winners. The odds of winning depend on the total number of eligible entries received during the Entry Period. The potential prize winners will be notified by e-mail in Sponsor's sole and absolute discretion. If a potential winner does not respond to the notification or cannot be reached within forty-eight (48) hours of the initial communication, any notification is returned as undeliverable, or any Documents specified in Section 7 below are not returned within forty-eight (48) hours of receipt by the potential winner, the potential winner may be disqualified in the sole and absolute discretion of Sponsor and an alternate potential winner randomly selected from the remaining eligible entries. A potential winner will be deemed the winner upon meeting all of the conditions and requirements set forth in these Official Rules (the "Winner").

5. Prizes

Two (2) grand prizes ("Grand Prize") will be awarded. The winners will each receive a one-night stay at the Courtyard by Marriott Carolina Beach Oceanfront Hotel (estimated value of \$250), one (1) \$100 gift card to Hang Ten Grill, one (1) \$65 gift card to Tony Silvagni Surf School and one (1) \$50 Visa card with a total prize estimated value of up to \$520.

No assignment or transfer of the Grand Prize or other Prizes will be permitted, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the Grand Prize (or any portion thereof) with a prize of comparable or greater value if an advertised Grand Prize (or any portion thereof) is unavailable for any reason including, cancellation, acts of God, force majeure and other causes beyond the Sponsor's control. The Grand Prize or other Prizes cannot be redeemed for cash. Winners are solely responsible for all federal, state and local taxes associated with the receipt of the Grand Prize and other Prizes.

Winner will be issued a Form 1099 in the amount of the prize value, as required by applicable law.

Sweepstakes Entities make no representation or warranty regarding the Grand Prize or other Prizes, and expressly disclaims any and all express or implied warranties, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

Winners will receive prize via USPS. Shipping dates and arrivals times determined by Organizer and may be subject to change. Grand Prize Winners agree to comply with all rules and regulations in connection with the Grand Prize.

6. Acceptance of Official Rules

As a condition of entry, entrants fully and unconditionally agree to these Official Rules and to Sponsor's decisions, which are final and binding in all respects.

7. Prize Documents and Releases

(a) The Grand Prize Winner and other Prize Winners must sign an affidavit of eligibility and a liability/publicity release (unless prohibited) as well as any required W-9 and other tax-related forms (collectively "Documents") and return the Documents within forty-eight (48) hours of issuance by Sponsor.)

Except where prohibited, Grand Prize Winner and other Prize Winners grant the Sweepstakes Entities permission to use his/her name, likeness, voice, statements and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, in perpetuity, without further payment, consideration, notice or approval.

8. General Provisions

Sponsor reserves the right to cancel or modify the Sweepstakes (or any portion thereof) if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes, as determined by Sponsor, in its sole and absolute discretion. If the Sweepstakes is so cancelled, Sponsor reserves to select the potential winner by a random drawing from among all eligible entries received prior to the time of termination. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. If due to a printing, production or other error, more prizes are claimed than intended to be awarded as described in Section 5, the intended Grand Prize will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded. Sponsor reserves the right in its sole and absolute discretion to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules, or acts in unsportsmanlike or disruptive manner. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Disputes/Choice of Law

Except where prohibited, each entrant (a) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in the state of North Carolina, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees, and (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"), and (b) hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. North Carolina law, without reference to choice of law rules, governs the Sweepstakes and all aspects related thereto.

10. Privacy

Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the Grand Prize Winner and other Winners and fulfill the Grand Prize and other prizes, and for other purposes as set forth in Sponsor's privacy policy accessible at <https://www.wilmingtonandbeaches.com/privacy-policy/> and may be shared with third parties for purposes of Sweepstakes administration and for other purposes set forth that privacy policy. By entering the Sweepstakes, entrants agree that they may be contacted by email, phone or regular mail at the addresses/numbers provided for purposes of the Sweepstakes and for any promotional or other purposes relating to the products and services of the Sweepstakes Entities.

11. Winner List

For the name of the Grand Prize winner and other Winners, available after April 5, 2024, send a self-addressed, stamped envelope to Wilmington and Beaches Convention & Visitors Bureau, Attention: Carolina Beach Getaway Giveaway Sweepstakes Winner's List, 929 N. Front St. Suite 410, Wilmington, NC 28401. No requests will be honored after April 30, 2024.

12. Sponsor

This Sweepstakes is sponsored by Wilmington and Beaches Convention & Visitors Bureau, 929 N. Front St. Suite 410, Wilmington, NC 28401.

This Sweepstakes is in no way sponsored, administered, produced or executed by partner agency, Mythic.