Gulf Coast Capital Experience Package Sweepstakes

Official Rules

No Purchase or payment Necessary to Enter or Win. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS GOVERNED BY THESE OFFICIAL RULES AND IS SUBJECT TO ALL APPLICABLE U.S. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED BY LAW OR REGULATION.

1. SWEEPSTAKES TIMING: The Gulf Coast Capital Experience Package Sweepstakes (the **“Sweepstakes”**) entry period begins Monday, May 23, 2022 at 12:01 a.m. Central Time (“**CT**”) and ends on Saturday, July 30, 2022 at 11:59:59 p.m. CT (“**Sweepstakes Period**”), when all entries must be received. The Sweepstakes will consist of one (1) random drawing to award one (1) prize. Central Time shall control for all purposes of this Sweepstakes. The Sponsor’s designated server will be the official timekeeper for this Sweepstakes.
2. ACCEPTANCE OF RULES: Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. Each person who submits an entry in the Sweepstakes, unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Visit Corpus Christi, 400 Mann Street, Ste. 1100, Corpus Christi, TX 78401 (the **“Sponsor”)**, and/or Cohen-Friedberg Associates, LLC, Framingham, MA 01702 www.cfapromo.com (the **“Administrator”**), whose decisions shall be final and legally binding in all respects relating to this Sweepstakes.
3. ELIGIBILITY: Open to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older (or the age of majority in the state in which the entrant resides) (whichever is older), and who complete the Visit Corpus Christi Survey (“**Survey**”), at the time of entry (“**Entrant**”). Employees, officers, directors and agents of Sponsor, Administrator, MMGY Global, and each of their affiliated companies, subsidiaries, licensees, sales representatives, their advertising and sweepstakes agencies, and any and all other companies associated with the Sweepstakes (collectively, the **“Sweepstakes Entities”**), and each of their immediate family members and/or household members of such individuals are not eligible to participate in the Sweepstakes. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) months a year, whether related or not.
4. HOW TO ENTER:

Complete the Survey found at <https://www.research.net/r/CorpusChristiResidentSurvey> during the Sweepstakes Period. At the conclusion of the survey, you will be invited to enter the Sweepstakes. Complete the requested entry information, agree to the Official Rules, and submitting as directed.

**LIMIT**: One (1) entry per person/email address per Survey.

BY SUBMITTING AN ENTRY, YOU AKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND FULLY AGREE TO THESE OFFICIAL RULES. DO NOT SUBMIT AN ENTRY WITHOUT FIRST REVIEWING THESE OFFICIAL RULES.

All entries are subject to verification and approval by the Sponsor. Entries that do not meet the requirements for entry in the Sweepstakes or otherwise do not comply with the Official Rules herein may be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Sweepstakes at any time or if fraud or technical failures destroy the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the prize in a random drawing from all eligible entries received prior to the cancellation of the Sweepstakes.

**Entry Notes:** Entries made on another’s behalf by any other individuals or any other entity, including but not limited to commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Entering or attempting to enter the Sweepstakes multiple times per day through the use of multiple email addresses or the use of any robotic or automated devices to submit entries is prohibited and any such entries will be deemed void and disqualified. Tampering with the entry process or the operation of the Sweepstakes is prohibited, and any entries deemed by the Administrator and Sponsor, in their sole discretion, to have been submitted in this manner will be void. Entries will be deemed to have been submitted by the authorized account holder of the email address submitted on the entry form. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor’s satisfaction and as determined in Sponsor's sole discretion, the affected entry will be deemed ineligible.

Sponsor is not responsible for problems downloading or uploading any Sweepstakes related information to or from the website or for any other technical malfunctions or failures of electronic equipment, computer on-line systems, servers or providers, computer hardware or software, or phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the website, or any other technical problems related to website entries including, but not limited to, telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant’s ability to participate in this Sweepstakes.

*Although it is free to enter the Sweepstakes, if you opt to access the Sweepstakes via your wireless mobile device*, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

**Use of Personal Data:** Sponsor will be collecting personal data about Entrants online, in accordance with their privacy policy. Please review Sponsor's privacy policy at <https://www.visitcorpuschristi.com/privacy-policy>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. You are supplying information to the Sponsor.

1. WINNER SELECTION: A random drawing will be conducted on or about Thursday, August 4, 2022, to randomly select one (1) potential prize winner. Drawing will be conducted from among all eligible entries received during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.
2. PRIZE/APPROXIMATE RETAIL VALUE (“ARV”): Only the prize listed below will be awarded in this Sweepstakes.

**One (1) Prize: Winner will receive the following prize package (each ticket is valid for one (1) adult:**

* Four (4) North Padre Island Night Glow Row Kayaking Tour Tickets\*
* Four (4) Texas State Aquarium Tickets
* Four (4) USS Lexington Tickets
* Four (4) Museum of Science and History Tickets
* Four (4) Botanical Gardens Tickets

ARV of this prize package is $500. Prize will be awarded electronically. \* This experience must be booked within the available times of the tours. Terms and conditions of each ticket apply.

Any and all federal, state and local taxes on the prize (if any) are the sole responsibility of the winner.

Sponsor will not replace any lost, mutilated, or stolen prize. If prize or any portion thereof is not accepted, is unclaimed or unused by winner, it will be forfeited and will not be substituted. Prize is non-transferable, non-refundable, and no substitutions will be made, except that Sponsor reserves the right, in its sole discretion, to substitute a prize or equal or greater value.

**DISCLAIMER**: Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

1. WINNER NOTIFICATION:

Prize winner will be notified by email using the contact information provided at the time of entry. Administrator and Sponsor shall have no liability for any potential prize-winning notification that is lost, intercepted or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within four (4) business calendar days of the first notification attempt, or if the prize notification or prize is returned as unclaimed or undeliverable to such potential prize winner, the potential prize winner will forfeit his or her prize and an alternate winner may be randomly selected from remaining eligible entries. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be randomly selected from remaining eligible entries.

1. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Acceptance of any prize constitutes prize winner's permission for the Sweepstakes Entities to use prize winner's entry materials, name, city, state, photograph, likeness, avatar, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising, promotional, publicity and/or any other purposes worldwide and in all forms of media now known or hereafter devised, including the Internet, in perpetuity, and without further limitation, restriction, compensation, notification, review, approval or authorization, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

1. DISQUALIFICATION: Administrator and Sponsor reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unfair or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No incomplete, forged, software-generated or other automated multiple entries will be accepted.
2. SEVERABILITY: The invalidity or unenforceability of any provision of these 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 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.

**11. RELEASE OF LIABILITY:**

The Sweepstakes Entities are not responsible for, and Entrant hereby releases and holds harmless the Sweepstakes Entities from, any and all liability, causes of action, losses, harm, damages, claims, cost or expense arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries or prize notifications; (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes; and (vi) Entrant's participation and/or entry in the Sweepstakes and/or his/her receipt or use or misuse of any prize or prize component awarded, or participation in any Sweepstakes-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy.

1. **DISPUTES:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court of the State of Texas and Entrant hereby submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue, inconvenient forum or lack of personal jurisdiction; and (2) unless otherwise prohibited, any and all claims, judgment and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees, and under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than actual out-of-pocket expenses, and further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

13. WINNER’S LIST:To obtain the name of the winner, send a self-addressed stamped envelope to: Gulf Coast Capital Experience Package Sweepstakes Winner, PO Box 2312, Framingham, MA 01703-2312. Winner’s list will be available after 8/4/22. All such requests must be received by 8/11/22.

The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize, and is not intended to suggest any affiliation or sponsorship.

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