

# Sweepstakes Official Rules (2015)

**1. NO PURCHASE NECESSARY TO ENTER OR WIN. LIMIT ONE ENTRY PER PERSON. STATE AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY ALL U.S. FEDERAL, STATE, LOCAL LAWS, REGULATIONS, ORDINANCES, CODES AND OTHER SIMILAR GOVERNING LAWS, RULES, REGULATIONS AND/OR ORDINANCES.**

For the purposes of this sweepstakes, the Kentucky Department of Travel (the “ Department”) is providing entries into the By Air, Land or Water Kentucky Adventure Sweepstakes (the “sweepstakes”) for participants to fill out the form on our landing page or Facebook app. The sweepstakes begins at 12:00pm on May 6, 2015 and ends at 11:59pm on June 17, 2015 (the “Sweepstakes Period”). The sweepstakes is open only to legal residents of the United States (excluding residents of any jurisdiction where Sweepstakes would be prohibited by law) who meet the minimum age requirements applicable at the time of Sweepstakes registration, at least: eighteen (18) years of age or older. Employees, officers and directors of the Department, subsidiaries, advertising, promotional, fulfillment and marketing agencies, their immediate families (parent, child, sibling and spouse) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By entering this Sweepstakes, you grant permission to The Department to use your name, likeness and submitted story for promotional purposes without compensation.

You acknowledge that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Department and not to Facebook. The information you provide will only be used for the purposes described in these Official Rules.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES AND TO THE DECISIONS OF THE DEPARTMENT WHOSE DECISIONS ARE FINAL AND BINDING IN ALL RESPECTS. BY PARTICIPATING IN THIS SWEEPSTAKES AS AN ENTRANT, (“ENTRANT” OR “YOU”) YOU ALSO: I) AGREE TO BE FULLY AND UNCONDITIONALLY BOUND BY THESE OFFICIAL RULES, II) WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THIS CONTEST AND/OR THESE OFFICIAL RULES AND III) FURTHER AGREE TO BE BOUND BY THE DEPARTMENT’S DECISIONS AND INTERPRETATION OF THESE OFFICIAL RULES.

ALL DATA REQUESTED AT REGISTRATION, PRIZE FULFILLMENT OR AT ANY OTHER TIME IN CONNECTION WITH THIS SWEEPSTAKES MUST BE ACCURATE. IF INACCURATE INFORMATION IS SUPPLIED, IT WILL RESULT IN YOUR DISQUALIFICATION FROM THE SWEEPSTAKES AND PREVENT THE AWARDING OF ANY PRIZE YOU MAY HAVE WON. BY REGISTERING FOR THIS SWEEPSTAKES, YOU AGREE THAT YOUR E-MAIL

ADDRESS WILL BE USED BY THE DEPARTMENT FOR REMARKETING PURPOSES. ON OCCASION, THE DEPARTMENT WILL SEND YOU E-MAIL OFFERS, NEWSLETTERS AND/OR NOTIFICATIONS. THE KENTUCKY DEPARTMENT OF TRAVEL WILL NOT SHARE THE INFORMATION RECEIVED FROM FORM ENTRIES WITH ANY THIRD PARTIES.

## **2. HOW TO ENTER.**

A person may enter the Sweepstakes by visiting the Department Facebook page located at <http://www.facebook.com/TravelKentucky>, use the Sweepstakes app and fill out the form or by visiting the Sweepstakes landing page at <http://www.kentuckytourism.com/airlandwater> then fill out the form.

**PRIZE(S).** Sweepstakes Winner will be receiving:

- 2 nights at General Butler State Park and a hot air balloon ride in nearby LaGrange
- 2 nights at Natural Bridge State Resort Park and a guided rock climbing at Torrent Falls in the Red River Gorge
- 2 nights at Cumberland Falls State Resort Park with a rafting trip below the falls and a horse trail ride.
- \$250 Pre-paid Visa card

Prizes will be provided in accordance with these Official Rules. An Entrant is not a winner of any prize unless and until Entrant's eligibility and the potential Sweepstakes winner have been verified and Entrant has been notified that verification is complete. Potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Overnight stay is subject to availability and blackout dates (all state, federal and religious holidays) apply. Other restrictions may apply. Prize must be redeemed by June 17, 2016. Not valid after expiration. No substitution on services; offer is non-transferable; no cash value. All prize components must be used within a single trip.

## **3. WINNER SELECTION AND NOTIFICATION.**

The Prize Awarding will take place on or about 12:00pm on June 24, 2015 [Central Time Zone] unless such deadline is extended by the Department, at its discretion, with or without notice. One (1) winner will be selected by the Sweepstakes Entity during the Sweepstakes Period. All online entries must be received by 11:59pm on June 17, 2015. Interpretation of these Official Rules and decisions on all matters relating to this Sweepstakes will occur by The Department, whose decisions are final and binding. Odds of winning the Prize(s) depends on the number of eligible entries received. All entries become the property of the Department.

The potential winner will receive prize notification via phone and electronic mail on or around June 22, 2015 and will be required to sign an affidavit of eligibility and liability/publicity release within fourteen (14) days from prize notification. Any prize that is not claimed within 14 days after the drawing will not be awarded.

If the potential winner cannot be contacted; is ineligible; fails to return upon request, the completed and executed affidavit of eligibility and liability/publicity release within fourteen (14) days; fails to claim the Prize; if the prize notification is returned undeliverable or if the potential winner otherwise fails to fully comply with these Official Rules, an alternate potential winner will be determined from among remaining eligible entries. Prize will be awarded within ten (10) to twelve (12) weeks after potential winner satisfies all Contest requirements. If an alternate winner cannot be determined after attempting to contact five (5) alternate potential winners, the prize will not be awarded.

Entrant and prizewinners agree that the Department, without additional consent or compensation, may use their name and/or likeness for media including, but not limited to, television, radio, web and print. In addition, the list of prizewinners will be published on the Department's website.

Acceptance of the Prize constitutes permission for The Department and its affiliates to use winner's name, likeness, hometown and biographical information for advertising and promotional purposes without additional compensation, unless prohibited by law.

**4. GENERAL RELEASE/CONDITIONAL LIMITATION OF LIABILITY.**

BY ENTERING THE SWEEPSTAKES, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE DEPARTMENT, FACEBOOK, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, RETAILERS, AGENCIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES FROM ANY AND ALL LIABILITY AND/OR 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 PRIZES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE SWEEPSTAKES, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (II) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT

ATTORNEY'S FEES; AND (III) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN DAMAGES FOR ACTUAL OUT-OF-POCKET EXPENSES. ANY CLAIM OR DISPUTE AGAINST THE DEPARTMENT WITH RESPECT TO THE DRAWING MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

Winners will be solely responsible for any costs associated with receipt of the prize, including, but not limited to, all federal, state and local taxes. Winners will also be responsible for any and all taxes or fees relating to participation in this Sweepstakes, or use and/or redemption of any prizes. The Department, its employees, directors, officers, agents, representatives, investors and/or assigns will not be liable for any loss, injury or damage to persons, property or otherwise in connection with or relating to the prize or this Sweepstakes. The Department will not replace a lost or stolen prize once it has been issued to the winner(s).

By participating in this Sweepstakes and/or accepting a prize, any winner agrees to release and hold harmless the Department and/or Facebook, their respective employees, directors, officers, agents, representatives, investors, and assigns for any and all liability or damage, for any injuries, loss, damage or injury of any kind to person, including death, and property, arising in whole or in part, directly or indirectly by participation in this Sweepstakes or use or redemption of any prize, or awarding, receipt, possession, use and/or misuse of any prize awarded herein and acknowledges that the Department, and its respective employees and agents have neither made nor are in any manner responsible or liable for warranty, representation or guarantee, express or implied, in fact or and law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

The Department has the right to make use of any information provided by you for business purposes. The Department will not be responsible for any confidential or proprietary information from you.

By participating in this Sweepstakes, You agree to be bound by these rules and regulations and decisions made by the Department as well as other applicable terms and conditions. The Department, its employees, directors, officers, agents, representatives, investors, and assigns are not responsible for any typographical or other error in any Sweepstakes material or offer, in the administration of the Sweepstakes or in the announcement of the prizes. Additionally, The Department will not be responsible for any human error, lost/delayed data transmission or omission, interruption, deletion, problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or injury or damage to any computer related to or resulting from participation or downloading any materials in the Sweepstakes. The Department reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes should a virus(es), bugs, unauthorized human

intervention or other causes beyond the control of the Department, in the Department's sole opinion, corrupt the administration, security, fairness, fraud, integrity or proper operation of the Sweepstakes.

#### **5. DISQUALIFICATION.**

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 the Department which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Department reserves the right at its sole discretion to void the entries at issue and/or terminate the Sweepstakes and conduct a random drawing to award the Prize using all eligible entries received as of the termination date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted. The Department reserves the right, in its sole discretion, to disqualify any entrant that tampers with the operation of or abuses any aspect of this Sweepstakes or violates the Official Rules of this Contest. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Violation of these rules may subject you to disqualification from the Sweepstakes and cause you to forfeit any prize won by you.

The Department reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or be acting in violation of the Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Department reserves the right to seek damages from any such person to the fullest extent permitted by law. The Department's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **6. PRIVACY.**

Personally identifiable information provided by entrants will be used only in accordance with the applicable Privacy Policy for such panels located at <http://kentucky.gov/policy/privacy.htm>. The Department will not share, sell, rent, or release your personally identifiable information to others, unless required by law. The Department will utilize the information provided through this website or Facebook

for its own marketing and other business purposes. The Department will not share the information with others for any reason, except when to do is required by law. The Department does not share that information with outside parties except as necessary to fulfill the on-line request (e.g., providing the “ship to” address to our shippers.) The Department may also use that information to offer other products or services of interest. The Department intends to provide information to you from time-to-time. You have the right to remove your name from the Department’s list at any time, during or after the award period and you will be provided with a convenient way to do so.

#### **7. TAX INFORMATION.**

All federal, state, local, and other taxes on the Prize are the sole responsibility of the applicable winner. All prize winners are solely responsible for paying and reporting, as and when required by law, all income taxes and other taxes and expenses attributable to the prize, whether or not the Department makes any withholding for taxes from the amount, and each winner authorizes the Department to withhold from any prize any and all amounts to be withheld by applicable law and shall indemnify, defend, protect and hold harmless the Department and Facebook against all claims relating to such taxes and expenses.

#### **8. GENERAL.**

This Sweepstakes is conducted in English (which will be given its everyday ordinary meaning), and any and all disputes that cannot be resolved between the parties within thirty (30) days of the date of the commencement of negotiations between the parties, and causes of action arising out of connected with this Sweepstakes, will be resolved through non-binding mediation. The parties shall select a neutral third party each to administer the mediation. The mediation will be conducted in accordance with the American Arbitration Association Rules addressing mediation. If the dispute is not resolved through medication within a reasonable time period, not to exceed sixty (60) days, as hereinabove provided or otherwise by agreement, the dispute shall be finally settled by binding Arbitration. The Arbitration will be conducted expeditiously in accordance with the American Arbitration Commercial Arbitration Rules at a mutually agreeable location. Each party shall, within ten (10) days thereafter, each appoint a single arbitrator. The two (2) arbitrators so appointed shall select a third arbitrator and all decisions thereafter shall be made by a majority of the arbitrators. Any award rendered in arbitration shall be limited to those remedies available to any appropriate court of competent jurisdiction in the State of Kentucky, exclusively, and subject to the laws of the State of Kentucky, including awarding attorneys’ fees and costs of the legal proceeding to the prevailing party. The award rendered through arbitration shall be final and

binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction for execution. Should there be a conflict between the laws of the State of Kentucky and any other laws, the conflict will be resolved in favor of the laws of the State of Kentucky.

**9. REMOVAL FROM MAILING LIST.**

All participants will automatically be placed in a monthly mailing list. This list will receive a promotions newsletter via email from the official Kentucky Department of Travel. Should the participant wish to NOT receive this mailing they may go to [http://www.kentuckytourism.com/newsletter/enews\\_unsubscribe.aspx](http://www.kentuckytourism.com/newsletter/enews_unsubscribe.aspx) and enter their email address and select unsubscribe. The participants email address will NOT be shared with any third party subject to the Kentucky Department of Travel's privacy statement.

**10. WINNERS LIST.**

To receive the name of the winner, send a self-addressed, stamped envelope by July 25, 2015 to

Kentucky Department of Travel  
By Air, Land or Water Adventure Sweepstakes Winner's List  
Capital Plaza Tower 22nd Floor  
500 Mero Street  
Frankfort, Kentucky 40601

**10. INTELLECTUAL PROPERTY.**

Any trademarks, tradenames, and/or tradestyles used in this Contest are the sole property of the respective owners of such trademarks, tradenames, and/or tradestyles and are used herein solely for identification purposes.