

The Great \$2020 Stay & Cash Giveaway

OFFICIAL RULES

A VERIFIED OVERNIGHT STAY IN JEFFERSON COUNTY, INDIANA BETWEEN SWEEPSTAKES ENTRY PERIOD TO ENTER FOR A CHANCE TO WIN CASH.

- **TIMING** The "Great \$2020 Stay & Cash Giveaway" (the "Sweepstakes") begins on 9/1/2020 (the "Sweepstakes Start Date") and ends on 12/6/2020 (the "Sweepstakes End Date") (such period referred to herein as the "Sweepstakes Entry Period"). All times are measured by Eastern Standard Time (EST) in the United States, which is the time in Madison, Indiana. The Sweepstakes is administered by Visit Madison, Inc. 601 W. First Street, Madison, Indiana 47250 (the "Administrator") and is sponsored by the Jefferson County Board of Tourism (JCBT) (the "Sponsor").
- **ELIGIBILITY** The Sweepstakes is only open to individuals who are at least eighteen (18) years of age at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by the terms and conditions stated in these Official Rules and the Terms of Service, which shall be final and binding in all respects, agrees to be bound by the decisions of Administrator, and warrants that she/he is eligible to participate in the Sweepstakes. Employees, independent contractors, officers, and directors of Administrator, Sponsor, prize provider, and their respective affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Sweepstakes. Sweepstakes is only eligible for participating innkeepers in Jefferson County, Indiana. Subject to all applicable laws.
- **HOW TO ENTER** During the Sweepstakes Period, stay overnight in one of the 12 participating innkeepers in Madison/Jefferson County, IN ("Sweepstakes Accommodation").

Upon check-in at one (1) of the participating accommodations, the guest will receive one (1) entry per consecutive stay during the sweepstakes entry period, per reservation. If more than one household has same reservation number, each household may receive an entry. All fields must be completed. Incomplete entries are void.

The twelve (12) participating Jefferson County innkeepers are: 2nd Street Carriage House and Inn, Ayers' Windy Hill B&B, Azalea Manor B&B, Clifty Inn at Clifty Falls State Park, Dugan Hollow Cabins & Suites, Iron Gate B&B, Madison Vineyards B&B and Guest House, Plass Place Guest House, Riverboat Inn & Suites, The Fashion House on Central Ave., The Fox Den Guest House, and The Hacienda Guest House. Official website is: <https://www.visitmadison.org/great2020staycashgiveaway/>

Each entrant information will be entered into Administrators database for future events and happenings. To opt-out, unsubscribe.

- **SELECTION OF WINNER** On or about 12/11/2020 EST (the "Drawing Date"), Administrator will select the potential Sweepstakes winners ("Potential Winners") in accordance with these Official Rules. The Administrator's database computer is the official timekeeping device for the Sweepstakes. The Potential Winner will be selected by random drawing from all eligible entries received by the Administrator during the Sweepstakes Entry Period. The Potential Winner will be notified by email

and/or by telephone on or about the Drawing Date, using the email address or telephone number provided with the selected entry, and will be conditionally awarded the Sweepstakes Prize (hereinafter defined) subject to verification of eligibility and compliance with the terms and conditions of these Official Rules. The entry must list the innkeeper name, reservation date(s) and reservation #; entries lacking this information will not be valid. If a Potential Winner does not respond within 48 hours after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such Potential Winner, such Potential Winner may be disqualified and an alternate Potential Winner may be selected. The notification will include instructions for how to contact the Administrator to provide name, address and other information that may be required to complete validation of eligibility and delivery of prize. No liability is assumed for any winner notification that is lost, intercepted or not received by a Potential Winner for any reason. At Sponsor's discretion, a background check ("Background Check") may be performed with respect to the Potential Winner as part of the process to confirm any Potential Winner's eligibility and compliance with these Official Rules and the Terms of Service, which Background Check such Potential Winner would have to pass in order to receive the prize. By entering the Sweepstakes, entrant agrees to cooperate fully with any such Background Check, and to execute and deliver to Administrator all required authorizations and approvals for said Background Check to be conducted. Failure to cooperate may result in disqualification. If the prize includes the opportunity to meet a celebrity, attend a special event, or participate in any similar activity, or if Sponsor or Administrator intends to publicize the winner in any way, and if a background check reveals that a Potential Winner or Guest has engaged in conduct that could damage the reputation or business of Sponsor or Administrator, as determined by Administrator in its discretion, the Potential Winner may be disqualified and the prize may be awarded to an alternate Potential Winner, time permitting. In the event that a Potential Winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate Potential Winner who will be selected by a random drawing from among all remaining eligible entries. The selected Potential Winner must execute all consents as provided by applicable law. Odds of winning the Sweepstakes Prize (hereinafter defined) depend on the number of eligible entries received during the Sweepstakes Entry Period.

- **VERIFICATION OF POTENTIAL WINNER** EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY ADMINISTRATOR. ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE POTENTIAL WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Potential Winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and/or Publicity Release in the form(s) provided by Administrator (where permitted by law) (collectively, the "Affidavit") by the date specified by Administrator, or such Potential Winner will be disqualified and an alternate Potential Winner may be selected. If Potential Winner is a resident of Canada, such Potential Winner will be required to correctly answer Administrator's mathematical skill-testing question without any assistance in order to be verified as a winner and to be eligible to receive a prize (the question will be posed as part of Potential Winner's Affidavit). In the event: (a) Potential Winner cannot be reached within 48 hours of initial notification from Administrator, or for whatever reason after a reasonable effort has been exerted, or the Potential Winner notification or Affidavit is returned as unclaimed or undeliverable; (b) Potential Winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) Potential Winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) Potential Winner cannot or does not comply with these Official Rules, or (f) Potential Winner fails to fulfill the Affidavit-related obligations or fails to pass the Background Check in Administrator's reasonable discretion, or (g) if

Potential Winner is a Canadian resident and fails to answer the skill-testing question, the Potential Winner shall be disqualified from the Sweepstakes and an alternate Potential Winner may be randomly selected, at Administrator's sole discretion, from among the other eligible entries received.

Administrator reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate Potential Winner, if any. A Potential Winner will be declared the Sweepstakes Winner (as defined below) when all of the conditions described in sections 4 and 5 are fulfilled to the satisfaction of Administrator and Sponsor. In the event of a dispute as to the identity of the entrant, any online entry will be deemed submitted by the authorized account holder of the e-mail account provided to Administrator the time of entry and/or registration, provided such account holder must still meet the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- **PRIZES** Sweepstake Prizes. There will be four (4) Sweepstakes Winners (the "Sweepstakes Winner"), dividing \$2,020.00 by 4, each winner will receive \$505.00.
- **CONDITIONS AND RELEASES** By participating in the Sweepstakes, each entrant agrees to the full extent allowed by applicable law to: (a) comply with and be bound by these Official Rules and the decisions of Administrator, which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Administrator, the Sponsor and their respective parent, subsidiary, and affiliates and affiliated companies, celebrities, celebrities' team/employer, partners and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents, attorneys and representatives, and their successors and assigns (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, travel, lodging, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of Sweepstakes Prize, or any portion thereof (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Released Parties are not responsible if the Sweepstakes Prize, or any portion thereof, is delayed, postponed or cancelled for any reason, in which event that portion of the prize is forfeited in its entirety and no substitution will be provided except as in Administrator's sole discretion. Each Sweepstakes Winner acknowledge that all prizes are awarded as-is, without warranty, representation or guarantee, express or implied, in fact or in law of any kind.
- **PUBLICITY** Except where prohibited or restricted by law, Sweepstakes Winners acceptance of, and Guests participation in, the Sweepstakes Prize, or any portion thereof, constitutes the Sweepstakes Winners and Guests agreement, permission and consent for Sponsor, Administrator and any of their designees to use and/or publish Sweepstakes Winners and/or Guests full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), address and/or statements made by Sweepstakes Winner and/or Guest regarding the Sweepstakes or otherwise, worldwide and in perpetuity for any and all purposes,

including, but not limited to, advertising, publicity, trade and/or promotion on behalf of Sponsor and Administrator, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. Sweepstakes Winners are solely responsible for acquiring Guest's agreement and consent for all required documents, and failure to do so will disqualify Guest from participating in any portion of the Sweepstakes Prize.

- **GENERAL CONDITIONS** The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate these Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Sweepstakes Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's or Administrator's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be (x) tampering with the entry process or the operation of the Sweepstakes, or with any website promoting the Sweepstakes; (y) acting in violation of these Official Rules; or (z) entering or attempting to enter the Sweepstakes multiple times in violation of these Official Rules or the use of any robotic or automated devices to submit entries. If Administrator determines, in its sole discretion, that technical difficulties, malfunction, error, disruption or damage or other unforeseen events compromise the administration, security, fairness, integrity, proper conduct or viability of the Sweepstakes, Administrator reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date. Administrator reserves the right to suspend, modify or cancel any Sweepstake or any individual drawing(s) before the scheduled Sweepstakes End Date. In the event a Sweepstakes is cancelled, all entries into such Sweepstakes will be deemed null and void, all donations will be refunded to the donors thereof, no winners will be selected and no rewards will be delivered.
- **LIMITATIONS OF LIABILITY** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, Internet services or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize by Sweepstakes Winner and Guest. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded. The Released Parties are not responsible if any prize cannot be awarded or fulfilled due to travel or event cancellations, unavailability of a celebrity, delays, interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism or other circumstance beyond

Released Parties' control; in the event of such cancellation or unavailability after travel has been booked, the remainder of the trip will be awarded as the complete prize.

- **DISPUTES** Except where prohibited by law, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Indiana State Court located in Jefferson County, Indiana; (c) 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 (d) 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; and (e) entrant's remedies are limited to a claim for money damages (if any) and entrant irrevocably waives any right to seek injunctive or equitable relief. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor and Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana. In the event of any conflict between the terms of these Official Rules, these Official Rules shall govern.
- **WINNERS LIST** The first name, last initial, city and state of the winners and a copy of these Official Rules will be available on the Sweepstakes Website shortly following the Drawing Date and for ninety (90) days or more thereafter.
- **ADMINISTRATOR, SPONSOR AND BENEFICIARY** Administrator: Visit Madison, Inc. 601 W. First Street, Madison, Indiana 47250, a 501(c) (6) not-for-profit organization. Prize provider/sponsor: Jefferson County Board of Tourism 601 W. First Street, Madison, Indiana 47250.
- **NOTICE** Administrator reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Sweepstakes in violation of these Official Rules and/or criminal and/or civil law. Copyright 2020 Visit Madison, Inc. All rights reserved. Visit Madison and the associated logos are trademarks of Visit Madison, Inc. Any other trademarks in these Official Rules are used for prize identification purposes **ONLY** and are the properties of their respective owners.
- **DATA AND PRIVACY** Except as otherwise set forth herein, all information collected from an entrant is subject to privacy, and shall be used for the purpose of the administering this Sweepstakes, including notifying potential winners and fulfilling prizes; notifying entrants of Administrator and Sponsor's future events; and otherwise as permitted for privacy. Note to non-US residents: personal information will be maintained on servers located in the United States of America.