

Contest Official Rules:

VISIT TALLAHASSEE 2019 "Love in Tallahassee Sweepstakes" Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF THE CONTIGUOUS UNITED STATES ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED BY THE RULES BELOW). VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE SUBMISSION OF AN ENTRY IN THIS CONTEST CONTITUTES UNCONDITIONAL ACCEPTANCE OF THESE OFFICAL RULES AND THE INTENT TO BE LEGALLY BOUND HEREBY.

1. DESCRIPTION: The "Love in Tallahassee Sweepstakes" (the "Contest"), is sponsored by Visit Tallahassee, 106 E Jefferson Street, Tallahassee, FL, 32301 (the "Sponsor"), and administered by The Zimmerman Agency, 1821 Miccosukee Commons, Tallahassee, FL, 32308 (the "Administrator"), (collectively the "Contest Entities"), and will govern this Contest in its entirety. The Contest shall award one (1) Grand Prize Package including two (2) night stay at the Park Avenue Inn, one (1) gift card to Smashing Olive, one (1) gift card to Riccardo's Restaurant, one (1) gift card to Kool Beanz Cafe, two (2) tickets to Maclay Gardens, two (2) tickets to Red Hills International Horse Trails. The total value of the Grand Prize Package shall not exceed \$1,500. Entry into the "Love in Tallahassee Sweepstakes" does not constitute entry into any other giveaway, contest or sweepstakes administered by any of the Contest Entities.
2. CONTEST PERIOD: The Contest is scheduled to begin on Monday, January 28 and ends on Monday, February 18, at 11:59 p.m. EST ("Contest Entry Period"). There will be a total of one (1) prize package awarded to one (1) winner. The Grand Prize Winner will be contacted no later than February 20, 2019. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
3. AGREEMENT TO THE OFFICIAL RULES: By participating in Contest, each submission (herein known as the "Participant") fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and all decisions of the Contest Entities, which shall be final. Each Participant understands that they are providing their information to the Contest Entities and not to any social media organization through which this Contest may be advertised. The information provided will be used in accordance with the Sponsor's Privacy Policy (available at <http://www.visittallahassee.com/privacy-policy/>). Should there be any conflict between Sponsor's Privacy Policy and these Official Rules, these Official Rules shall govern.
4. ELIGIBILITY: The Contest is open to all legal residents of the contiguous United States (excluding Alaska and Hawaii) or the District of Columbia, who are twenty-one (21) years of age or older and who have attained the age of majority as of February 18, 2019. The following classes of persons are not eligible to enter, participate or win: Employees, officers, and directors of participating Sponsors, The Zimmerman Agency, The Zimmerman Agency (Contest Administrator), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively "Released Parties") and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses. Individuals who do not have access to an internet connection in order to visit the contest website, or a valid email address to register.
5. HOW TO ENTER: Eligible Participants may enter by visiting [www.visittallahassee.com](http://www.visittallahassee.com) and locating the Contest page during the Contest Entry Period. Each Participant must fully complete the entry form with all required information. After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. Maximum of one entry per person, per valid email address during the entire Contest

Entry Period. Submitting more than one entry, per person, per email will invalidate all entries by that Participant. All on-line entries must be fully complete for all required information. Eligible on-line entries must be submitted and received by 11:59pm EST on February 18, 2019. All other entries are ineligible to participate or win any prize.

Any on-line entry submitted with an invalid email address will be disqualified. Incomplete or illegible entries will be disqualified. Contest Entities are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these rules, or for any entry not submitted or received or lost due to any technical error or failure, human or programming error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer transmissions and/or network connections; all of which will be disqualified.

Each Participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name will be disqualified and ineligible to claim any prize. Any attempt by any Participant to obtain more than the stated number of entries allowed by using same, multiple/different email addresses, identities, or any other methods void that Participant's entries and that Participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. In the event of a dispute as to any on-line registration, the authorized account holder of the e-mail address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules.

The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. All entries received become the property of the Contest Entities and will not be returned.

6. MAILED SUBMISSIONS: As an alternative to the Online Submission, a Participant may submit an entry for consider by completing the following: (1) going to the designated landing page and printing out a hard copy of the entry form; (2) completing the entry form, including checking the box to acknowledge that Participant has read and accepted these Official Rules; (3) enclose the entry form and any additional materials for consideration and (4) mail the completed entry form to: The Zimmerman Agency c/o Visit Tallahassee's Love in Tallahassee Sweepstakes, 1821 Miccosukee Commons, Tallahassee, FL, 32308. Mailed Submissions must be postmarked on a date that falls within the Entry Period and received by Contest Administrator on or before February 18, 2019.
7. ENTRY REQUIREMENTS: By submitting an entry in the Contest, Participant hereby warrants and represents that entry conforms to the requirements set forth herein. Entries must be in English. Entries must meet the following requirements: Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; Entry cannot be obscene or offensive, endorse any form of hate or hate group; Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; Entry cannot contain trademarks, logos or trade dress owned by others or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples") without permission; Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than entrant, without permission; Entry cannot communicate

messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and Entry cannot depict, and cannot itself, be in violation of any law.

BY SUBMITTING AN ENTRY, PARTICIPANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR SOCIAL MEDIA, AT CONTEST ENTITIES' DISCRETION.

Contest Entities reserve the right to, and may or may not, monitor/screen entries prior to posting them to the Contest website. By entering, Participant acknowledges that Contest Entities have no obligation to use or post any entry submitted. Submission of an entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the entry in any way, in any and all media, without limitation, and without consideration to the entrant.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DO NOT REFLECT THE VIEWS OF CONTEST ENTITIES IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

8. **OPT-IN OPPORTUNITIES:** Any available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning. By participating and submitting an entry, contestant agrees that Contest Entities are authorized to contact Participant via email, mail, phone or any other form of media to make Participant aware of information pertinent to the contest, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or purchase incentives. Participants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.
9. **PRIZE:** At the close of the Contest Entry Period, a total of one (1) Grand Prize Winner shall be selected at random from the pool of eligible Participants. The Contest shall award one (1) Grand Prize Package including two (2) night stay at the Park Avenue Inn, one (1) gift card to Smashing Olive, one (1) gift card to Riccardo's Restaurant, one (1) gift card to Kool Beanz Cafe, two (2) tickets to Maclay Gardens, two (2) tickets to Red Hills International Horse Trails.

The Grand Prize Package is non-assignable and non-transferable. The Grand Prize Package awarded will be in the form of tickets and/or vouchers to specific vendors, and may not be exchanged or redeemed for any other prize or for the cash value of the Grand Prize Package. Any unused portion of the vouchers will not be refunded as cash. If the purchase of any product or service exceeds the maximum retail value of any of the vouchers, the winner shall be responsible for the difference in the cost at time of prize delivery, acceptance, or use of the voucher.

10. **SELECTION & NOTIFICATION OF WINNER:** The potential Grand Prize Winner must comply with all terms and conditions of these Official Rules. The Grand Prize Winner will be determined at random from all eligible entries received.

The Contest Grand Prize Winner will be notified via the email address associated with the Grand Prize Winning entry no later than February 18, 2019. All decisions are final and binding. The Grand Prize Winner must respond to claim their prize, within two (2) calendar days from the date the notification is sent by the Contest Entities. Response must include necessary information to redeem the prize, such as mailing address and telephone number. Failure to contact the Contest Entities within that two (2) day period will result in immediate disqualification of the selected Participant and a new Grand Prize Winner will be selected. Should the notification message be returned to the Sponsor as invalid, the Participant will be immediately disqualified and a new winner will be selected; no exceptions will be made to this rule. The Contest Entities are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify

winners. Contest Entities shall have no obligation to make more than one (1) attempt to notify a Participant that he or she has been selected as the Grand Prize Winner.

11. CLAIMING PRIZES: The prize(s) will be satisfied in a phased approach. Any voucher(s) or gift card(s) will be made available to the winner upon arrival or will be made available for pick-up at will call.

Each Winner is responsible for any and all applicable fees, federal, state and local taxes, if any, and any other unspecified expenses associated with acceptance or use of prize. Winners are advised to seek independent counsel regarding the tax implications of accepting a prize.

12. Prize Conditions and Tax Liability: Prizes are non-assignable, non-substitutable and non-transferable without the prior written consent of the Sponsor and Administrator, which consent may be withheld for any reason and in the Contest Entities' sole and absolute discretion. Contest Entities reserve the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. All details of any Prize not specified herein shall be determined solely by Contest Entities. All Participants agree to be bound by these Official Rules and the decisions of Contest Entities and/or its authorized judging individuals, whose decisions in all aspects of the Contest shall be final and binding. By accepting a Prize, each Contest Finalist acknowledges compliance with these Official Rules. All prizewinners must accept delivery of prize from Contest Entities, or as otherwise instructed by Contest Entities. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded.

Failure to comply with any term or condition outlined in these Official Rules may result in Contest Finalist's disqualification, forfeiture of Prize, and at Contest Entities' discretion, the presentation of the Prize to an alternate Contest Finalist. A Prize not won and/or goes unclaimed by a Contest Finalist and not awarded to a substitute Contest Finalist shall remain property of the Sponsor.

13. Publicity Release: By participating in this Contest, Participants grant and express unconditional permission for Contest Entities to edit and use name, video, photographs, images, logos, likeness, audio, biographical information, statements, testimonials, personal exposition, address, and Prize information of Participant (collectively, "Attributes") for advertising and/or publicity purposes worldwide and in all forms of media, including the designated landing page, now known or hereafter devised, in perpetuity, without further compensation or authorization (with the exception of where prohibited by federal, state and local laws) and Participant release, hold harmless and defend the Contest Entities from all claims arising from the use of such Attributes. IF YOU DO NOT WISH TO HAVE YOUR ATTRIBUTES USED IN THE MANNER DESCRIBED HEREIN, DO NOT ENTER THIS CONTEST. The Contest Entities are not, and cannot be held responsible for any unauthorized use of a Participant's Attributes.

14. Additional Rules & Restrictions: All Participants and their legally defied heirs, executors, administrators and successors (individually and collectively, the "Releasing Parties"), as a condition in participating this Contest, agree to unconditionally and irrevocably hereon out release, discharge, hold harmless and defend the Contest Entities, the judging individuals and each of their respective past and present employees, officers, directors, representatives, agents, franchisees, licensees, subsidiaries, parent companies, affiliates, shareholders, owners and members and all other individuals or entities involved in the administration, advertisement or promotion of this Contest and/or the award and delivery of any Prize (individually and collectively, the "Released Parties"), from any liability, claims, litigation, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), illness, damages, losses or expenses arising out of or relating to Participant's participation in this Contest, or the acceptance, possession or use/misuse of any Prize, or participation in Prize-related activities.

By participating in this Contest, Releasing Parties further agree to abide by and be bound wholly by the Official Rules and waive any right to claim any ambiguity or error therein or in this Contest itself, and to be

bound by the decisions of the Contest Entities, which shall be final in all matters relating to this Contest. In the event a Participant wins a Prize, and is later found to be in violation of these rules he or she will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize.

Contest Entities shall not be liable to winner or any other person for failure to supply the Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Contest Entities' sole control.

Released Parties are not responsible for, and each Participant hereby releases any claims and all liability for (i) the inability of a Participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Released Parties control, or otherwise; (ii) entries due to technical difficulties or transmission errors; (iii) any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method; (iv) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online Participant's ability to participate in this Contest; (v) any injury or damage to Participant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest; and (vi) other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with this Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Contest Entities, in their sole discretion, reserve the right to disqualify any person tampering with the entry process or the operation of the contest website.

NOTWITHSTANDING ANY PROVISION OF THESE OFFICIAL RULES TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL CONTEST ENTITIES OR ANY RELEASED PARTIES' LIABILITY TO PARTICIPANTS EXCEED \$1.00. IN NO EVENT SHALL CONTEST ENTITIES OR ANY RELEASED PARTICES' BE LIABLE TO ANY PARTICIPANT FOR ANY DAMAGES SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. EACH OF THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN IF CONTEST ENTITIES HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

15. Disqualification / Contest Cancellation: Contest Entities reserve the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Contest Entities reserve the right to determine any eligible prizewinners from among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Contest Entities, any event associated with this contest or the Prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

16. In Case of Disputes: By participating, each Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved

individually, without resort to any form of class action, and/or any judicial proceeding shall take place in a federal or state court within the State of Florida; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Florida.

17. WINNERS LIST: Copies of the winners list will be available to all Entrants upon request October 25, 2018. A final winner(s) list may be requested immediately following and within three months of the close of the Contest. Entrants who wish to receive a copy must submit a self-addressed stamped envelope to the Sponsor's representative at the following address:

Visit Tallahassee "Love in Tallahassee Sweepstakes" Contest -  
Winners List ATTN: Mallory Hartline  
1821 Miccosukee Commons Dr.,  
Tallahassee, FL 32308

18. COPYRIGHT NOTICE: The Contest and all accompanying materials are copyright © 2019 Visit Tallahassee. All rights reserved.