

The Winter Family Adventure Giveaway Official Rules Sponsored by Visit Grand Rapids. The Visit Grand Rapids (“Sponsor”) “Winter Family Adventure Giveaway” (the “Sweepstakes”) begins on November 7, 2022 at 8:00 a.m. Central Time (“CT”) and ends on November 21, 2022 at 11:59 p.m. CT (the “Sweepstakes Period”). NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. Sweepstakes: The entry period for the Sweepstakes begins at 8:00 a.m. CT on November 7, 2022 and ends at 11:59 p.m. CT on November 21, 2022 (the “Sweepstakes Entry Period). On or before November 25, 2022, Sponsor will determine and announce winner of the Contest, and the prize will be awarded in accordance with these Official Rules (the “Official Rules”).

2. BINDING AGREEMENT: In order to enter the Sweepstakes, you must agree to these Official Rules. Therefore, please read these Official Rules prior to entry to ensure you understand and agree. You agree that signing up for the Visit Grand Rapids e-newsletter constitutes agreement to these Official Rules. You are not eligible to receive the prize described in these Official Rules unless you agree to signing up for the Visit Grand Rapids e-newsletter. These Official Rules form a binding legal agreement between you and Visit Grand Rapids with respect to the Sweepstakes Prize.

3. ELIGIBILITY: The Sweepstakes is open only to legal residents of any of the fifty (50) states of the United States and the District of Columbia (excluding Puerto Rico and U.S. territories) who, as of the date of entry, are 18 years of age or older and have internet access. Employees of Sponsor and its respective affiliates, subsidiaries, advertising agencies, promotion, fulfillment and other coordinating agencies, and the immediate family members and/or household members of any such persons or entities are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and void where prohibited or restricted by law.

4. HOW TO ENTER: During the Contest Entry Period, enter via Visit Grand Rapids website contest page: <https://visitgrandrapids.com/winter-family-adventure-giveaway>. Any use of robotic, automatic, programmed, or similar entry methods will void all such entries by such methods. Entrants violating any of these Official Rules may be disqualified.

5. WINNER SELECTION: The Sponsor will randomly select one winner that will be awarded the Sweepstakes prize package.

6. WINNER NOTIFICATION: Potential prize winners will be notified by the Sponsor via e-mail and be contacted via phone. Except where prohibited by law, winners may be required to sign and return an affidavit of eligibility and publicity/liability release within twenty-four (24) hours of notification and provide any additional information that may be required by Sponsor. Sponsor shall have no liability for any potential prize-winning that is lost, intercepted, or not received by any potential winner for any reason. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner may be selected from remaining valid, eligible entries that have paperwork, including but not limited to a W-9, submitted in the time allotment. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail address which the entry was sent. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet service provider or

other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Selection and notification of winner will be made no later than, November 25, 2022 by 11:59 p.m. CT.

7. PRIZES AND ODDS OF WINNING: The prize to be awarded from the Sweepstakes is described below. Odds of winning depend on the number of eligible entries received: One (1) winner will be selected by Sponsor and awarded the trip prize good for a family of four people to be used between December 1-31, 2022 (Valued at \$750). In the event that the Grand Prize cannot be awarded due to circumstances outside of Sponsor's control, an alternate prize of equal value may be substituted.

8. GENERAL RULES: The Sweepstakes is offered by the Visit Grand Rapids, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software, program or transmission malfunctions, failures or difficulties. By participating in the Sweepstakes, entrants further agree to waive, release, indemnify, defend and hold harmless Sponsor and its partners, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and Sweepstakes agencies, and assigns, and any other organizations related to the Sweepstakes, including, but not limited to, Facebook, Twitter and Instagram (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use of enjoyment of a prize or parts thereof, participation in the Sweepstakes, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Sponsor's control that may cause the Sweepstakes to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Sweepstakes, (iii) printing or typographical errors in any materials associated with the Sweepstakes, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including any injury or damage to any person's computer related to, or resulting from, participation in the Sweepstakes or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, or (v) infringement of any intellectual property rights or proprietary rights of other parties. IN NO EVENT WILL SPONSOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. ADDITIONAL CONDITIONS: Except where prohibited, by winning any prize, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry materials and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in Sponsor's Visit Grand Rapids website: [www.visitgrandrapids.com](http://www.visitgrandrapids.com), e-newsletters, the Visit Grand Rapids

Facebook Page, without additional compensation. Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Sweepstakes in whole or in part, in the event of fraud, technical, or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to the entrant. Sponsor reserves the right in its sole and absolute discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or the Visit Grand Rapids Facebook Page; (ii) violates these Official Rules; or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Sweepstakes is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Sweepstakes is void where prohibited or restricted by law. By participating in the Sweepstakes, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Sweepstakes. These Official Rules are governed by the State of Minnesota, excluding rules governing choice of laws.

10. LAWSUITS: Any action, suit or case arising out of, or in connection with, the Contest or these Official Rules must be brought in the state or federal courts located in Minnesota.

11. PERSONAL INFORMATION: Sponsor may collect personal data about entrants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and use of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. SPONSOR: The Sponsor of the Sweepstakes is Visit Grand Rapids | 10 NW 5<sup>th</sup> Street, Suite 201, Grand Rapids, MN 55744.

13. DISCLAIMER: The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, Pinterest, or Twitter. By participating in the Sweepstakes, you acknowledge and agree that you are providing your entry information to Sponsor, and not to Facebook, Instagram, Pinterest, or Twitter.