

# Contest Official Rules

## VISIT PALM SPRINGS SWEEPSTAKES RULES

### Dream Vacation includes;

- Roundtrip, coach-class airfare for two from the major airport nearest to the winner's home to the Palm Springs International Airport on JetBlue.
- Three (3) night hotel accommodations for two at Ace Hotel & Swim Club Palm Springs (blackout dates apply)
- One \$200 Visa Gift Card

### OFFICIAL RULES:

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** The Palm Springs Vacation Sweepstakes ("The Sweepstakes") is open only to legal residents of the 50 contiguous United States and the District of Columbia who are at least 21 years old at the time of entry. Employees of ASM Global and their affiliate Companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Flights are only available on JetBlue.

The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

2. **Sponsor:** ASM Global Palm Springs, dba Palm Springs Bureau of Tourism, 277 N. Avenida Caballeros, Palm Springs, CA 92262

3. **Timing:** The Sweepstakes begins on September 22, 2021 at 12:00 a.m. Pacific Time ("PT") and ends on October 1, 2021 at 11:59 p.m. PT (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes. Travel must be completed by January 5, 2022.

4. **How to Enter:** During the Promotion Period, visit <https://visitpalm Springs.com/palm-springs-vacation-giveaway> and follow the [links](#) and instructions to complete the registration. Complete and submit the registration including a valid home address. P.O. Boxes are not permitted. You will automatically receive one entry into the Sweepstakes.

**Limit:** Each participant may enter one time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**5. Prize Drawing:** Sponsor (or Sponsor's Agent) will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period. The potential winner will be notified by mail or email. **The potential winner will be required to sign and return to Sponsor, within 10 days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. If a potential winner cannot be contacted, or fails to sign and return the Affidavit within the required time period, he/she forfeits prize.** Potential winner must continue to comply with all terms and conditions of these Official Rules; winning is contingent upon fulfilling all requirements. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate potential winner by random drawing from among all remaining eligible entries. Only one alternate drawings will be held after which the prize will remain un-awarded.

**6. Prize: ONE GRAND PRIZE:** A trip for two to Palm Springs, California. Trip package includes roundtrip, coach-class air transportation for two from a major airport near the winner's home to the Palm Springs International Airport. The exclusive airline is JetBlue and tickets are only available on JetBlue. Accommodations include 3-nights at Ace Hotel & Swim Club in Palm Springs. A \$200 Visa Gift card is also included for expenses. Should the winner reside in Southern California, the roundtrip, coach-class airline transportation will be void and a \$100 gas card will be given.

Winner must complete the trip by January 5, 2021 in accordance with the JetBlue flight voucher. Trip subject to availability and blackout dates. Travel for winner and guest must be roundtrip. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability and blackout dates. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner must be at least 21 years of age. Unless a child of the winner, travel companions must be 21 years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. **Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, passes, travel vouchers or certificates.** By accepting passes, winner agrees to abide by any terms, conditions and restrictions provided by each pass. Approximate Retail Value: \$2,000.00 for tax purposes only. Actual value may vary based on airfare fluctuations and distance between departure and destination. Prize cannot be exchanged for cash value. Winner will not receive difference between actual and approximate retail value. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

**7. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or

use or misuse of any prize.

8. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor 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 to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. 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.

10. **Limitations of Liability:** The Released Parties are not responsible for:

1. 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.
2. Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software.
3. Unauthorized human intervention in any part of the entry process or the Sweepstakes.
4. Technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.
5. Late, lost, undeliverable, damaged or stolen mail.
6. Or any injury or damage to persons or property which 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. **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 United States District Court for Southern California, or the appropriate California State Court, provided however, claims for bodily injury, personal injury, or property damage arising out of the redemption of the

Grand Prize must be submitted to the jurisdiction and venue of the federal and state courts of the State of California, and construed and enforced in accordance with the laws of the State of California.

2. 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.
3. 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 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 the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

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