

# Official Rules

## VISIT PALM SPRINGS GIVEAWAY RULES

### Giveaway includes:

- Three (3) night hotel accommodations for the winner and a guest (blackout dates apply). Travel must occur between January 15 and June 30, 2023 (Sunday-Thursday only). Not valid on holidays, weekends, black-out dates or special events.
- Two tickets to the Palm Springs Aerial Tramway
- Two tickets to the Indian Canyons
- Two tickets to the Modernism Museum
- One \$300 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 Visit Palm Springs 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.

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 30, 2022 at 12:00 a.m. Pacific Time ("PT") and ends on December 31, 2022 at 11:59 p.m. PT (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

4. **How to Enter:** During the Promotion Period, visit <https://visitpalmsprings.com/hdyps> and follow the instructions to complete [the registration](#). Complete and submit the registration including a valid email address and 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 5 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 three-night stay for two to Palm Springs, California. Two (2) tickets to the Palm Springs Aerial Tramway. Two (2) tickets to the Indian Canyons. Two tickets to the Modernism Museum. One (1) \$300 Visa Gift card. Transportation is Not Included.

Winner must complete the trip by June 30, 2023. Subject to availability and blackout dates. No refund or compensation will be made in the event of the cancellation or delay of travel. Accommodations are subject to availability and blackout dates. Blackout Dates include: February 16-26, 2023; March 6-19, 2023; April 13-17; April 20-24, 2023; April 27-May 1, 2023. Arrival and departure must occur on a Sunday-Thursday. Weekend stays are not permitted. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's hotel of choice. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, airfare, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, 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: \$1,000.00 for tax purposes only. Actual value may vary. 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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Terms and Conditions for content providers to Palm Springs Bureau of Tourism (PSBOT), City of Palm Springs, Palm Springs Convention Center, Visitpalmsprings.com and Visitgaypalmsprings.com

#### PARTICIPANT AGREEMENT

By submitting your photo to the How Do You Do Palm Springs contest entry, you agree to these Terms and Conditions. The organization Palm Springs Bureau of Tourism (PSBOT), doing business as visitpalmsprings.com and visitgaypalmsprings.com, also agrees to abide by these Terms and Conditions. PSBOT may terminate its use of your content at any time at its sole discretion.

#### ALLOWABLE PARTICIPANTS

You must be 21 years of age or older and have the legal right to enter into this agreement and to grant any and all rights to your user generated content (Content) in the form of original photography, video, audio or text, or any combination of these forms.

#### NON-CONFIDENTIALITY

You understand and agree that your Content will be publically displayed and it will not be treated in confidence. In fact, many people from around the world will be able to view your Content and by replying to the organizations' (see above mentioned) request for consent you provide the organizations' (see above mentioned) with the right to use and share your Content on their current or future websites including but not limited to visitpalmsprings.com and visitgaypalmsprings.com, in all of their social media channels including, but not limited to, Facebook, Twitter and Instagram, and in all their advertising and marketing including, but not limited to, print and digital as well as in printed brochures.

#### PSBOT RIGHTS TO USER GENERATED CONTENT

By submitting your photo to the How Do You Do Palm Springs contest entry, you are agreeing to these Terms and Conditions. You grant PSBOT and affiliate agents a perpetual, transferable, non-exclusive, worldwide license to: (a) use, copy, transmit, distribute, reproduce, modify, create derivative works from, adapt, combine with other ideas or works, publish, translate, publicly perform, publicly broadcast and publicly display your Content (or any modification thereto) in whole or in part, in any format or medium now known or later developed; and (b) use, display, reproduce, modify, create derivative works from (and permit others to do these same things) your Content in any manner and for any purpose, including and without limitations: marketing, advertising, commercial or promotional purposes that PSBOT or their affiliate agents deem appropriate.

You agree that you are solely responsible for your Content. The PSBOT is not required to host, display, or distribute any Content on or through their Websites and may remove Content at any time or refuse

Content for any reason. PSBOT is not responsible for any loss, theft, misuse or damage of any kind to your Content.

By submitting your photo to the How Do You Do Palm Springs contest entry, you represent and warrant that:

- You are at least 21 years of age, you have the legal right to enter into this agreement and you are not impersonating anyone else.
- You own all rights in and to your Content including without limitation, all rights to the text, photography, graphics, audio, video and/or digital recording and performance and any other materials/elements contained in your Content (if any) and/or you have acquired all necessary rights to the materials/elements appearing in your Content to enable you to grant the same rights to the PSBOT as described herein.
- Your Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third party individual or entity.
- You agree to release and allow all creative license and creative treatment in the use and production of your Content at the discretion of PSBOT and its affiliate agents in perpetuity.
- You voluntarily agree to waive all “moral rights” that you may have to your Content.
- Any information contained in your Content is not known to you to be false, inaccurate or misleading.
- Your Content does not violate any law, ordinance, or regulation.
- You were not and will not be compensated or granted any consideration by the organizations (see above mentioned ) or any third party for submitting or use of your Content.
- Your Content does not incorporate materials from a third party website, copyright protected materials or personally identifiable information of anyone other than yourself.
- Your Content does not reflect negatively in any way upon the City of Palm Springs or their marketing, advertising, commercial or promotional efforts.

#### INDEMNIFICATION

You agree to indemnify, defend and hold harmless the organizations (see above mentioned) and its affiliate agents from and against any and all claims, demands, liabilities, damages, losses, costs, expenses or fees (including a reasonable amount of attorney’s fees) that such parties may incur as a result of or arising from or in connection with your breach of these terms and conditions. The organizations (see above mentioned) reserve the right to assume the exclusive defense and control of

any matter otherwise subject to indemnification by you, and you agree to cooperate with the organizations (see above mentioned) defense of such claims.

You agree to irrevocably release and forever discharge the organizations (see above mentioned) and its affiliate agents, subsidiaries, employees and third party providers from any and all actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against the PSBOT, the City of Palm Springs or the Palm Springs Convention Center and affiliate agents, subsidiaries, employees and third party providers or their respecting successors without limitation resulting from the use of your Content or anything contained therein by the organizations (see above mentioned).

#### MODIFICATIONS TO THESE TERMS AND CONDITIONS

The organization (see above mentioned) may, at its sole discretion, change these Terms and Conditions at any time. Any such changes will be posted on VisitPalmSprings.com or otherwise communicated to you along with the new effective date.

#### LINKING, CRAWLING AND ARCHIVING

If you would like to link to the Website(s) of PSBOT you must comply with the following guidelines:

- You must not incorporate any content from these sites into your site or social media channels by in-lining, framing or creating other browser or border environments around the Website Content. You may only link to, not replicate, the Website Content of the organizations (above).
- You may not use any PSBOT trademarks, logos, designs or service marks in your links.
- You may not create the appearance of a relationship or affiliation with the PSBOT.
- Your site or social media channels may not contain offensive, distasteful, illegal or inappropriate Content.

If you would like to use a web crawler or other search tool to gather information from PSBOT's Website(s), you must comply with the provisions of the robots.txt file of the site and you may not circumvent CAPTCHA or other security measures.

#### OTHER CONDITIONS/RESTRICTIONS

CAUTION: Any attempt by any individual to deliberately damage any PSBOT Website(s), tamper with the aggregation process or otherwise undermine the legitimate operation of the program may be a violation of criminal and civil laws. Should such an attempt be made, PSBOT reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.

## GENERAL

These Terms and Conditions and the Privacy Statement together with any additional terms to which you agree when using particular elements of the digital and print assets (including websites), constitute the entire and exclusive agreement between you and PSBOT. This agreement shall be interpreted regardless of the party who may have prepared it.

## GOVERNING LAW

These terms shall be governed by California law. Should any and all legal disputes connected with the Content arise, resolution will take place in accordance with the laws of California.

## EXCLUSIVE JURISDICTION

Should any disputes arise regarding this agreement or be a need to enforce its terms, the exclusive jurisdiction for handling such matters or claims shall be before the state or federal courts in Los Angeles or Riverside counties, and the parties to this agreement hereby consent to be subject to the personal jurisdiction of such courts.