

## **Sweepstakes Rules**

NO PURCHASE OR CONTRIBUTION IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

# 1. Eligibility

The Visit Camarillo Flyover Experience Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Camarillo Hotel and Tourism Association and other companies associated with the promotion of the Sweepstakes, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies 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 federal, state, and local laws and regulations.

# 2. Sponsor

The Sweepstakes is sponsored by Camarillo Hotel and Tourism Association, located at 4001 Mission Oaks Blvd., Suite B Camarillo, California 93012.

# 3. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. The Sweepstakes is subject to all applicable federal, state and local laws.

- (1)- Event is taking place one time and cannot be rescheduled
- (2)- Transportation is not included in the Grand Prize
- (3)- Weather and mechanical problems may result in cancellation.
- (4)- Winner and guest will need to sign a waiver before the flyover flight
- (5)- Winner and guest must agree to be a part of a documentary style video highlighting the flyover experience for marketing purposes.

### 4. Sweepstakes Period

The Sweepstakes begins on July 01, 2021, at 12:00am Pacific and ends on July 25, 2021 at 11:59 pm Pacific (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted online for the duration of the Sweepstakes Period.

#### 5. How to Enter

Online: The Sweepstakes must be entered by submitting an entry using the online form provided on this Sweepstakes website. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once and you must fill in all information requested.

Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## 6. Prize Drawing

On or about July 26, 2021, the Sponsor will select one potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about July 26, 2021. If the potential winner cannot be contacted within two (2) days after the date of the first attempt to contact him/her, the winner forfeits the prize, and no other prize will be awarded in its place. If the potential winner cannot be contacted within two (2) days, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

### 7. Winner Notification

The potential winners will be notified by email, or phone. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with all federal and state laws and regulations. Any violation of these official rules by a winner (in the Sponsor's sole discretion) will result in such winner's disqualification as winner of the Sweepstakes and all privileges as winner will be immediately terminated. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to fulfill any requirements imposed on winner set forth herein.

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Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which the prize will remain un-awarded.

### 8. Prizes

The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's sole discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Sponsor reserve the right, but has no obligation, to substitute a prize of equal or greater value should any featured prize become unavailable. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising, promotion and trade without further compensation, unless prohibited by law. Winner and the winner's guest will be required to sign and return a Publicity Release (together with any other documents and releases that may be requested by the Sponsor), which must be returned along with valid proof of age within the time specified by Sponsor, or an alternate winner for the prize may be chosen.

- (1) Two (2) Seats on a B25 Mitchell Bomber (PBJ-1J) during NFL Training Camp Flyover on July 31, 2021 \*subject to limitations such as mechanical problems and weather restrictions.
- (2) Two Night Hotel Stay in Camarillo
- (3) Two (2) Gift Cards to the Camarillo Premium Outlets
- (4) Two (2) Assorted Camarillo Swag Bags

### 9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the

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Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The 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 in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

# 10. Release and Limitations of Liability

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, and its parents, subsidiaries, affiliates, members, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Sweepstakes-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto).

Entrant further agrees that in any cause of action, the Released Parties liability will be limited to \$100, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, special, direct, or indirect damages.

Winner acknowledges that Sponsor has neither made any, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or

implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

## 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ventura County, California, and each entrant hereby submits to the jurisdiction of such courts. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

## 12. Privacy

To participate in the online Sweepstakes, Sponsor may require you to register and provide Sponsor with personal information and certain other information including a name, email address and phone number. Sponsor will use the information you provide for administering the Sweepstakes, marketing, and other purposes as may be disclosed in Sponsor's Privacy Policy, which you can review at <a href="https://visitcamarillo.com/privacy-policy">https://visitcamarillo.com/privacy-policy</a>. We may share this personally identifiable information with third-party sponsors of the Sweepstakes.

You should also review the policies of the social media platforms on which the Sweepstakes may run, such as Facebook or Twitter, as they may contain additional important and applicable information regarding your information and privacy.

### 13. Winner List

To request the name of the winner, send a self-addressed, stamped envelope to Camarillo Hotel and Tourism Association – 4001 Mission Oaks Blvd., Suite B Camarillo, California 93012. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to <a href="mailto:info@visitcamarillo.com">info@visitcamarillo.com</a>.

## 14. COVID-19 Safety Information

While participating in events related to the Sweepstakes, "social distancing" must be practiced, and face coverings worn to reduce the risks of exposure to COVID-CAMARILLO HOTEL & TOURISM ASSOCIATION

19. However, Sponsor cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Sponsor's events. By attending a Sponsor event, you certify that you do not fall into any of the following categories:

- (a) Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; or
- (b) Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
- (c) Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Participants agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact Sponsor if he/she experiences symptoms of COVID-19 within 14 days after participating with Sponsor. Participants may be required to self-quarantine, at Participant's own expense, before, during, or after their trip based on prevailing health guidance promulgated by the United States Centers for Disease Control, and state and local law.

### LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive a benefit by virtue of my participation with Sponsor, and I willingly engage in Sponsor events, including prizes and events associated with the Sweepstakes (the "Activity").

I acknowledge and understand the following:

- (A) Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and
- (B) I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- (C) I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

I acknowledge the health risks associated with the Activity and agree that the Released Parties will not be responsible for any personal injury or illness (including death), property damage, or other loss suffered as a result of my participation in, attendance at, and/or observation of the Activity, to the fullest extent permitted by law.