

**50 CHEERS FOR 50 YEARS WEST WIND INN SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET ACCESS REQUIRED.

1. **Sponsor:** The sponsor of the Sweepstakes is WEST WIND INN, 3345 W GULF DR, SANIBEL, FL 33957 (the "Sponsor").
2. **Promotion Period:** The 50 Cheers for 50 Years Sweepstakes (the "Sweepstakes") begins on February 12, 2018 and ends on December 31, 2018 (the "Promotion Period").
3. **Eligibility:** Only legal U.S. residents residing in the fifty (50) United States and the District of Columbia, who are 21 years of age or older are eligible to enter. Employees, officers and directors of Sponsor, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
4. **How to Enter:** To enter the Sweepstakes, visit the website <http://westwindinn.com/50-years/> (the "Website"), complete the entry form with the information and follow the on-screen instructions to submit your entry. All requested information on the entry form at the Website must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website at <http://westwindinn.com/50-years/>.

NOTE: Internet entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

All entries become the property of Sponsor and will not be acknowledged or returned.

Limit one (1) entry per person per entire contest period. More than one entry received from any person in any given day during the Promotion Period will be void. Entrants are responsible for ensuring that the contact information provided at the time of entry is current and accurate. The Sponsor shall not be responsible for incorrect or

inaccurate entry information cause by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

- 5. Winner Selection and Notification:** The winner will be selected in a random drawing from all eligible entries received during the Promotion Period on or about April 1, 2018, July 1, 2018, October 1, 2018 and January 1, 2019 by Sponsor, whose decisions are final and binding in all matters relating to the Sweepstakes. The potential prize winner will be notified by telephone and/or mail and/or email, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within 48 hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners in accordance with the above procedure, after which the prize may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate prize winner may be selected. **The odds of winning depend on the number of eligible entries received during the Promotion Period.**

6. Prizes and Approximate Retail Value (“ARV”)

The following prize(s) will be awarded:

- 48 Vacations; Three-Nights Accommodations for up to two persons in a one-bedroom guestroom, based on availability, including all typical guest amenities.
- One (1) Vacation; Four-Nights Accommodations for up to two persons in a one-bedroom guestroom, based on availability, including all typical guest amenities.
- One (1) Vacation; Five-Nights Accommodations GRAND PRIZE for up to two persons in a one-bedroom guestroom, based on availability, including all typical guest amenities.
- Does not include gratuities
- Prizes valid 12 months from announcement date, blackout periods and other restrictions may apply. No actual cash redemption value.

Prizes are as stated and may not be altered or exchanged for perceived value or cash. Prizes are non-transferable. Winner and guest will be required to sign a release of liability form and an Affidavit of Eligibility and Release form prior to receiving the Grand Prize.

Approximate Retail Value: \$650 for the 3-night packages, \$850 for the 4-night package, and \$1,100 for the grand prize package. (Exact dollar value or prize will depend on travel dates selected by winner).

Prizes are non-transferable. Winner and guests will be required to sign a release of liability form and an Affidavit of Eligibility and Release form prior to receiving the Grand Prize.

PLEASE NOTE: Winner will be solely responsible for all local, state or federal taxes, including United States federal income taxes based on the suggested selling prices as calculated by the prize sponsor of the trip on the date of the award.

All guests must be eighteen (18) years of age or older or if guest is a minor, the winner must be such guest's parent or legal guardian. Trip must be taken within 12 months of awarded prize. This date cannot be extended for any reason. Certain restrictions and blackout dates may apply. Instructions for booking travel prizes will be provided. Winner and guests must have all necessary photo identification and/or travel documents required for travel.

All airfare, meals, gratuities, baggage fees, hotel room service, parking fees, laundry services, merchandise, souvenirs, local and long distance telephone calls, gas and any other expenses associated with a prize not specifically included in these Official Rules are the winner's sole responsibility.

In the event that a winner and/or his or her guests engage in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten, or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guests home with no further compensation.

- 7. General Prize Conditions:** Prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The Prize winner must execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). The Prize winner's guests will also be required to execute applicable Prize Claim Documents prior to ticketing and/or booking of the prize. If the winner fails or refuses to sign and return all Prize Claim Documents within five (5) calendar days of prize notification, winner may be disqualified and an alternate winner may be selected.
- 8. General:** Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line,

hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 9. Governing Law/Jurisdiction:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
- 10. Winner's list:** Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to 50 Years Sweepstakes Winners, 3345 W Gulf Drive, Sanibel, FL 33957. All such requests must be received within six (6) weeks after the end

of the Promotion Period. Confirmed winners names will also be posted at <https://www.facebook.com/SanibelWestWind/>