

# THE WATER GIVEAWAY OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**GIVEAWAY ENTRY PERIOD:** The **Water Giveaway** (the "Giveaway") begins at 12:00:01 PM Central Time ("CT") on Wednesday, June 5, 2019 and ends at 11:59:59 AM CT on Wednesday, July 3, 2019 (the "Giveaway Period").

**ELIGIBILITY:** The Giveaway is open to legal residents of the 48 contiguous United States (excluding NY & FL), including the District of Columbia, who are age 21 or older at the time of entry. Void in Alaska, Florida, Hawaii, New York, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Ackerman McQueen (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Giveaway is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There is one (1) way to enter.

**Method #1: Online Entry.** During the Giveaway Period, visit [www.adventureroad.com/giveaways/water-giveaway-2019](http://www.adventureroad.com/giveaways/water-giveaway-2019) and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Giveaway (the "Online Entry"). **Online Entries must be received between Wednesday, June 5, 2019 at 12:00:01 PM CT and Wednesday, July 3, 2019 at 11:59:59 AM CT.** Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at [https://www.adventureroad.com/media/2411/adventureroad\\_termsfuseandprivacypolicy.pdf](https://www.adventureroad.com/media/2411/adventureroad_termsfuseandprivacypolicy.pdf).

**Limit: One (1) Online Entry per person during the Giveaway Period regardless of whether entrant has more than one email address.** All entries become the property of the Sponsor and will not be acknowledged or returned.

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

**Grand Prize:** There is one (1) Grand Prize available to be won. Prize package will include:

- One (1) boat OR party barge valued up to \$25,000. Any unused portion of prize will not be awarded and winner may only select one (1) boat OR party barge and one (1) trailer. Winner will have the option to select a \$15,000 cash alternative in place of boat/party barge + trailer. Sponsor reserves the right, in its sole discretion, to require the winner to select the boat/party barge and trailer from available dealer stock. Winner shall bear all risk of loss or damage

to the boat/party barge and trailer after it has been delivered to the specified delivery site. Winner will be responsible for any and all costs associated with the collection and use of the boat/party barge and trailer, including but not limited to, title, license, insurance, registration fees, and applicable taxes. All other costs not specifically stated herein are the responsibility of the winner. Winner must make selection within 30 days of winner verification. Winner must have proof of a valid U.S. driver's license from his or her State or place of residence in the United States and proof of insurance to take delivery of boat/party barge and trailer; noncompliance may result in forfeiture of prize.

- One (1) \$500 gift certificate for Lake Murray Marina Store merchandise purchases or may be applied towards pontoon boat rentals.
- One (1) \$250 gift certificate to Lake Murray Water Sports & Mini Golf. Reservations are recommended. Rentals may require credit card information for security deposit.
- Four Pauls Valley Water Park season passes for the 2020 season. Expires October 1, 2020.
- One (1) gift certificate for a two-night weekend (Friday & Saturday) stay in a villa that will accommodate up to eight (8) people at Lake Murray Floating Cabins. Winner will be required to sign a lease agreement.
- One (1) \$80 gift card good for Oklahoma River Cruise tickets

Gift certificates may not be redeemed for alcohol.

**The ARV of Grand Prize: \$27,460.00.**

**The total ARV of all prizes available to be won: \$27,460.00.**

Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winner will be selected in a random drawing on or about **Monday, July 8, 2019** from among all eligible entries received during the Giveaway Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only four (4) alternate winners may be determined through this process, after which the prize may remain un-awarded.

**PRIZE CONDITIONS:** Prize is not redeemable for cash. Prize is not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Gift certificates are not redeemable for cash and will not be replaced if lost or stolen. Gift certificate usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter during the Giveaway Period may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Giveaway, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Giveaway or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet

or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Giveaway. By participating in the Giveaway, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Giveaway. Failure to comply with these official rules may result in disqualification from the Giveaway. Sponsor reserves the right to: (i) permanently disqualify from any Giveaway it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Giveaway). If for any reason this Giveaway is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Giveaway, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Giveaway termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Giveaway will be governed by and construed in accordance with the internal laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE GIVEAWAY, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Oklahoma County, Oklahoma and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Giveaway shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Oklahoma County, Oklahoma. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Oklahoma County, Oklahoma. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at [https://www.adventureroad.com/media/2411/adventureroad\\_termsofuseandprivacypolicy.pdf](https://www.adventureroad.com/media/2411/adventureroad_termsofuseandprivacypolicy.pdf).

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.adventureroad.com/giveaways/water-giveaway-2019](http://www.adventureroad.com/giveaways/water-giveaway-2019) or send a self-addressed, stamped envelope by July 8, 2019, to: **The Water Giveaway Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after July 8, 2019), send a stamped, self-addressed envelope (no later than August 5, 2019), to: **The Water Giveaway Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

**SPONSOR:** Ackerman McQueen, 1601 Northwest Expressway, Suite 1100, Oklahoma City, OK 73118.

**Void in AK, FL, HI, NY, outside the US, in Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.**