

SWEEPSTAKES TERMS & CONDITIONS

May 2024

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- PROMOTION DESCRIPTION:** The 2024 Succeed in Savannah (the "Sweepstakes") begins on Friday, May 22, at 12:00AM and ends on August 5, 2024, at 11:59PM (the "Promotion Period"). The sponsor of this Sweepstakes is the Savannah Economic Development Authority ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at moreinfo@seda.org during the Promotion Period.
- ELIGIBILITY:** The Sweepstakes is open and offered only to legal residents of the 50 United States and Washington D.C., who are 18 years of age or older at the time of entry. Employees of the Savannah Economic Development Authority and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes, and each of their respective parents, agents, affiliates, subsidiaries and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. "Immediate family members" shall mean spouses, parents, step-parents, children, step-children, siblings, step-siblings, and each of their respective spouses. "Household members" shall mean people who share the same residence at least three months a year. Void in Puerto Rico, anywhere outside the 50 United States, and where prohibited or restricted by law.
- PRIZES:**

Prize: Two night stay package in Savannah, Georgia

Approximate Retail Value: \$2,000

- Two (2) nights at JW Marriott Plant Riverside District; value: \$700
Based on availability
- One (1) VISA gift card; value: \$300
- One (1) airfare gift card; value: \$1,000

GENERAL PRIZE CONDITIONS: Only one prize per person and per household will be awarded. Prize packages expire on 5/24/2025. Each package Winner is allowed one (1) guest. Winners and guest(s) understand that participating in prize-related activities may be strenuous and may involve certain health-related risks, including risk of physical injury. If winners and guest(s) participate in such prize elements, they must be in sufficient physical condition and must have the physical capacity to participate in any activities associated with the Prize Package and accept all risks associated with such activities. Passes, vouchers, gift cards, certificates, admissions and tickets are

subject to certain terms and conditions specified thereon and by issuers. Winners will be contacted within thirty (30) days of the date of winner verification and provided with prize redemption details. Prizes must be redeemed by the date indicated on each prize package or prizes will be forfeited and Sponsor will have no further obligation to such winner. Accommodations and activities are subject to availability. Blackout dates apply, as detailed above, and other restrictions may apply. Winners and guest(s) must comply with all venue, tour, and activity rules and regulations. Failure to do so may result in forfeiture of such portion(s) of the prize. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The Approximate Retail Value ("ARV") of the prize, including, without limitation, lodging, activities and meals, represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. **Winners are responsible for all federal, state and local taxes and any other costs and expenses not listed herein as being provided, including but not limited to additional meals, any transportation to/from the package location, ground transportation, luggage fees, gratuities, incidentals, and souvenirs.** In the event Sponsor is unable to provide tickets, passes, or admission to any event or activity, no compensation or substitution will be provided in lieu thereof; however, the remainder of the prize package will be awarded and Sponsor will have no further obligation to winners. All prize details are at Sponsor's sole discretion. Prize may not be assigned, transferred, changed, substituted or redeemed for cash, except at Sponsor's sole discretion. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. The awarding of any prize is contingent upon full compliance with these Official Rules and terms. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

HOW TO ENTER: Enter the Sweepstakes by completing and submitting at succeedinsavannah.org during the Promotion Period. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple and/or different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

1. **ODDS:** The odds of winning depend on the number of eligible entries received.
2. **WINNERS SELECTION:** Winners will be selected between May 28-August 5, 2024. Sponsor will conduct a random drawing from among all eligible Entries received throughout the Promotion Period to select six (6) potential prize winners. The random drawing of winners represent final decisions by the Sponsor.
3. **WINNER NOTIFICATION:** Winners will be notified by email at the email address provided in the entry form and will be required to complete and return an Affidavit of Eligibility, IRS W9 form, and a Release of Liability/Publicity within ten (10) days of the date of notification or an alternate winner may be selected in a random drawing from among all remaining eligible entries. If such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, Sponsor is unable to contact the potential winner or the potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected. Guest(s) must be at least 18 years of age unless the child or legal ward of winner, and must sign a liability/publicity

release within ten (10) days of date of issuance and prior to issuance of prize package. If Guest is the child or legal ward of the winner, the winner must sign and return the release on behalf of such child or legal ward. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account. Any notification not responded to or returned as undeliverable may result in prize forfeiture. No substitution or transfer of a prize is permitted except by Sponsor.

4. **RIGHTS GRANTED BY YOU:** By entering this Sweepstakes you understand that the Sponsor, anyone acting on behalf of the Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
5. **PRIVACY:** Any personal information supplied by you will be subject to the privacy policy of the Sponsor. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes for the purpose of administration and prize fulfillment, including use in a publicly available Winners list, and for purposes of receiving email newsletters from Sponsor should you agree to receive such newsletters.
6. **LIMITATION OF LIABILITY:** By entering you agree to release and hold harmless Sponsor and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, subsidiaries, affiliates and agents, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives, and employees, as well as each of their respective successors, representatives, and assigns (collectively, the "Released Parties") from any liability, illness, injury, death, loss, litigation, claim or damage arising in any manner, in whole or in part, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof (including any travel or activity related thereto), (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
7. **GOVERNING LAW:** This Sweepstakes is governed by the laws of The United States of America and Georgia without respect to conflict of law doctrines. As a condition of participating in this giveaway, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a Fulton County Superior Court and by entering the Sweepstakes, you agree to that Court's jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for any punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket

expenses (i.e. costs associated with entering this giveaway), and participant further waives all rights to have damages multiplied or increased.

8. **SPONSOR:** The Sponsor of the Sweepstakes is the Savannah Economic Development Authority, 906 Drayton Street, Savannah, Georgia 31401
9. **MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered or garbled entries or registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, the cancellation or postponement of any event, or in any Sweepstakes-related materials. 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. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of these Official Rules. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Sweepstakes if the Sweepstakes is compromised by computer virus, technical corruption, non-authorized human intervention, or any other causes which, in the sole discretion of the Sponsor, corrupt or affect the administration, security, fairness, proper play or integrity of the Sweepstakes. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the email account associated with the entry and he/she must comply with these Official Rules. The authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses.

Sweepstakes is subject to all applicable U.S. federal, state and local laws and regulations. Winner will be issued an IRS 1099 tax form in the amount of the actual value of the prize.

WINNERS LIST REQUEST: To request confirmation of the name and address of the Prize Winners, please send a self-addressed, stamped business size envelope within 14 days of the end of the contest, to: Savannah Economic Development Authority, 906 Drayton Street, Savannah, Georgia 31401, Attn: Sweepstakes.