

## Summer Family Fun: Home & Away Giveaway Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Summer Family Fun: Home & Away Giveaway (the "Promotion") is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (excluding, Alaska, California and Hawaii) who are at least eighteen (18) years old at the time of entry. Employees of SeaWorld Parks & Entertainment, Inc., A Delaware Corporation ("Sponsor"), Bad Boy Mowers, HelloWorld, Inc. ("Administrator"), and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**2. Sponsor:** SeaWorld Parks & Entertainment, Inc., A Delaware Corporation, 9205 Southpark Center Loop, Suite 400 Orlando, FL 32819. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on May 21, 2019 at 12:00 a.m. Eastern Time ("ET") and ends on July 15, 2019 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, visit <https://seaworld.promo.eprize.com/badboy2019/> and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, play the game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Each entrant may enter/play one (1) time per day 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 plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant 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. Potential winners may be required to show proof of being the authorized account holder.

**Bonus Sweepstakes Entries:** During the Promotion Period, there are four (4) ways to earn bonus Sweepstakes entries, as outlined below.

- a. **Opt-In for Bad Boy emails:** On the registration form, you will be invited to opt-in to receive email marketing messages from Bad Boy. Follow the links and instructions to opt-in to receive five (5) bonus entries into the Sweepstakes. *If you have previously opted-out of receiving email messaging from Bad Boy, you will not be added back to the email list.* Limit: One (1) time during the Promotion Period.
- b. **Opt-In for SeaWorld and Busch Gardens emails:** On the registration form, you will be invited to opt-in to receive email marketing messages from SeaWorld and Busch Gardens. Follow the links and instructions to opt-in to receive five (5) bonus entries into the Sweepstakes. *If you have previously opted-out of receiving email messaging from Sponsor, you will not be added back to the email list.* Limit: One (1) time during the Promotion Period.
- c. **Twitter Share:** After you register or login, follow the links and instructions to Tweet a message about the Promotion on Twitter. The tweet will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive five (5) bonus entries into the Sweepstakes. Limit: Up to ten (10) referrals per Promotion Period.
- d. **Facebook Referral:** After you register or login, follow the links and instructions to share a message about the Promotion on your Facebook wall. The wall post will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive five (5) bonus entries into the Sweepstakes. Limit: Up to ten (10) referrals per Promotion Period.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners, from all eligible entries on or around July 16, 2019. Instant Win Game: Fifty-six (56) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period, one (1) per day. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

**6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email. Each potential Sweepstakes Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. Each potential Instant Win Game Prize winner will be required to provide his/her mailing address (P.O. Boxes are not permitted) which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period, or prize is returned as undeliverable, potential winner forfeits the prize. 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. There will be three (3) alternate drawings after which the prize will remain unawarded. Non-trip Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## **8. Prizes:**

**Sweepstakes Prizes:** ONE (1) GRAND PRIZE: One (1) Bad Boy Renegade Mower and one (1) \$5,000.00 gift card that can be used towards a Backyard Makeover, terms and conditions apply. Approximate Retail Value ("ARV"): \$16,599.00. ONE (1) FIRST PRIZE: A trip for four (4) to a park of your choice of SeaWorld® Orlando, Busch Gardens® Tampa Bay, SeaWorld® San Antonio, or Busch Gardens® Williamsburg including round-trip coach-class airfare, four (4) nights' hotel accommodations, four (4) admission tickets for three (3) days, access to shuttle, and \$800.00 spending money. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companions must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The Sponsor is not responsible if the event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to Sponsor's standard rain-check policies and procedures. By accepting ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of event. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. ARV: \$6,480.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes:** FIFTY-SIX (56) SECOND PRIZES: A Bad Boys Mowers t-shirt, a Bad Boy Mowers Trucker hat, and a koozie. ARV: \$50.00.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize

receipt and/or use. Limit: One (1) Sweepstakes prize and One (1) Instant Win prize per person/household. TOTAL ARV OF ALL PRIZES: \$25,879.00.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Twitter, Inc., Facebook, Inc., Bad Boy Mowers, HelloWorld, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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 Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion 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.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 Instant Win Game or to be acting in violation of the Official Rules of this 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 or the Instant Win Game 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.

**12. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. 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 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.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <http://seaworldentertainment.com/en/privacy-policy> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

**15. Winner List:** For a winner list, visit <http://bit.ly/2JkpJCw>. The winner list will be posted after winner confirmation is complete.

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