

# "Discover Maui Sweepstakes" - 2016

## Official Rules

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.**

### **I. NAME OF SPONSOR & ADMINISTRATOR**

Maui Visitors & Convention Bureau, hereafter referred to as "Sponsor."

ABC7 KGO-TV, hereafter referred to as "Administrator."

### **II. ELIGIBILITY**

Open only to legal residents of California, 18 years of age or older residing in the ABC7 KGO-TV viewing area as defined by the A.C. Nielson Company (Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma counties).

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor and Administrator, their respective parent, subsidiary and affiliated companies and entities; their advertising, promotional and fulfillment agencies or vendors of any of them (individually and collectively, "Entities"); and the immediate family members of the same household of anyone so employed are ineligible, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family members and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. All eligibility is subject to all federal, state, and local laws and regulations.

### **III. HOW AND WHEN TO ENTER**

Sweepstakes begins on Saturday, November 26, 2016 at 12 AM and ends on Sunday, December 11, 2016 at 11:59 PM ("Entry Period"). For purposes of these Official Rules ("Rules"), all times and days are Pacific Time. Administrator's computer shall be the official timekeeper for all matters related to this Sweepstakes.

Go to <http://abc7news.com/contests/> and complete an Official Entry Form. You must include your first and last name, complete address, day and evening telephone numbers, date of birth and e-mail address. Limit one (1) entry per person. Any attempt by a person to use multiple email addresses to enter more than once may result in disqualification at Administrator's sole discretion.

Entities are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect

the administration, security, fairness, integrity or proper conduct of the sweepstakes, Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this sweepstakes. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

All entries submitted are the property of the Sponsor.

Participants must provide a valid e-mail and/or mailing address. It is the sole responsibility of the entrant to notify the Sweepstakes Administrator in writing if the entrant changes his/her e-mail and or mailing address. (To do so write to: "Discover Maui Sweepstakes - 2016" 900 Front St., San Francisco, CA 94111) In case of dispute as to identity of a winner who entered online, winner will be deemed to be the person who is the registered user of the e-mail address submitted in the winning entry.

#### **IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

One (1) winner will be selected at random on or about December 12, 2016 from all eligible entries received during the Entry Period.

Winner will be notified by phone, mail and/or e-mail.

Odds of winning depend on the number of eligible entries received.

Drawing will be conducted by Administrator. By participating, entrants agree to the Rules and the decisions of the Administrator, which shall be final and binding in all respects.

#### **V. PRIZE**

**One (1) Grand Prize:** Discover Maui Vacation Package for winner and up to three (3) guests ("Trip") includes the following elements:

- Four (4) round-trip main cabin passes from either San Francisco International, San José International or Oakland International airports ("Airport of Origin") to Maui
- Four (4) nights in an ocean view room at The Fairmont Kea Lani
- Rental Car during stay
- \$250 credit toward dinner for four (4) at The Fairmont Kea Lani's Kō Restaurant
- Luau for four (4) at Old Lahaina Luau
- Snorkeling experience for four (4) at Trilogy

**ARV of Grand Prize:** \$4,999.00 US.

Final actual value at time of booking and travel may be substantially more or less depending on dates of travel, point of origin and ticket availability. Some restrictions apply.

**Trip must be taken by 12/15/2017.** Winner and guests must travel on same itinerary from the same Airport of Origin. Trip elements may not be separated. Winner and guests are responsible for obtaining any and all necessary travel documents before departure. Trip is subject to certain restrictions and is subject to availability. Advanced reservations required. Winner must be at least eighteen (18) years of age to win. Travelers under the age of eighteen (18) must be accompanied by a parent/legal guardian at all times. Trip components are subject to change without notice. Trip components may not be sold, redeemed for cash, traded or transferred. Certain travel restrictions apply. Any depiction of the Trip is for illustrative purposes only and may not reflect the actual prize won. Any difference between ARV and actual value will not be awarded. Once selected by winner, guests cannot be changed without the express consent of Sponsor, which may be withheld for any reason. Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove winner or guests from any activity at any time if such winner or guests behavior at any point is disruptive or may or does cause damage to a person, property or the reputation of the Entities or otherwise violates the rules or policies of a prize partner or location. Winner acknowledges that he/she is solely responsible for any actions, claims or liabilities of any guests in connection with any sweepstakes-related activity or travel. Any portion of the Trip not accepted by winner will be forfeited and the winner will not receive any compensation or substitute/alternate prize for same.

All expenses not specifically provided for herein are the winner's sole responsibility. Saturday night stay may be required.

Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Prize is subject to availability. If any portion of the Trip is not available for any reason, Sponsor may substitute the prize or prize element for another prize or prize element of equal or greater value. Sponsor is not responsible for cancellation or preemption of show/contest/event/meeting or for other circumstances that make it impractical or impossible to fulfill this element of the prize, which has no approximate retail value, and if it becomes impractical or impossible to fulfill this element, Sponsor's only obligation will be to provide the remainder elements, if any, of prize.

## **VI. RELEASES**

By participating, entrants agree to be bound by these Rules and the decisions of the Sponsor and the sweepstakes Administrator, which shall be final in all respects.

By participating in this sweepstakes and accepting any prize that they may win, entrants agree to release the Entities, and each of their respective officers, directors, shareholders, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any

manner, directly or indirectly, from participation in this sweepstakes and/or acceptance or use of the prize. All disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this sweepstakes, the meaning or interpretation of these Rules or any prize awarded shall be resolved by applying the laws of California, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state. All Claims shall be resolved individually, without resort to any form of class action. All Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive all rights to have damages multiplied or otherwise increased.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further permission, compensation, credit or attribution unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

To claim prize, (a) winner must provide proof of age, identity and residency, (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification, and (c) winner's intended guest(s) or travel companion(s), if any, must sign liability/publicity release, all within within five (5) of notice to winner..

## **VII. PRIVACY POLICY/DATA COLLECTION**

Information provided by you for this sweepstakes is subject to Administrator's privacy policy located at <http://disneyprivacycenter.com> ("Privacy Policy").

## **VIII. MISCELLANEOUS; WINNERS' LIST**

Void where prohibited. All federal, state and local laws and regulations apply.

Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For the name of the winner, send a self-addressed, stamped envelope to "Discover Maui Sweepstakes" Winners, 900 Front St., San Francisco, CA 94111 by January 31, 2017.