

Birmingham Bowl Social Media Sweepstakes
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. HOW TO ENTER: In order to enter you must log onto Twitter, Facebook or Instagram (each a “**Social Media Platform**”), between **August 27, 2018, 12:00 a.m.** and **August 30, 2018, 11:59 p.m.** central time (the “**Entry Period**”), and **submit your summer/beach selfie with image subjects wearing sunglasses** (an “**Entry**”). All Entries by entrants must comply with the applicable Social Media Platform’s Terms of Service/Use. Limit one Entry per person. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram.

2. ELIGIBILITY: The Sweepstakes is open to all legal residents of the United States ages 18 years and over as of the date of entry, unless prohibited in the state, who have an active Social Media Platform account. The following are not eligible for the Sweepstakes: (i) employees and agents of Sponsor, Presenter (if any), their respective parent, subsidiary and affiliated companies, and each of their respective advertising/promotion agencies, officers, members; and (ii) the "immediate family members" and/or "household members" of any of the persons set forth in (i) above. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings or spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Void in all U.S. Territories (e.g., Puerto Rico and Guam) and wherever prohibited by law. Sweepstakes is governed by U.S. law and subject to all applicable federal, state and local laws and regulations. By entering the Sweepstakes, participants agree to accept and be bound by all terms of these Official Rules and Regulations (“**Official Rules**”). The decisions of the Sponsor regarding all matters relating to the Sweepstakes are final and binding.

3. PRIZE: **One (1)** prize winner (“**Prize Winner(s)**”) will each receive **four reserved tickets to the Birmingham Bowl on December 22, 2018 (“Prize”)**. Approximate retail value of each Prize is **\$200.00**. All state, federal, and local taxes or other expenses not specified herein are the sole responsibility of the winner. No prize substitutions or cash redemption will be made except in Sponsor's sole discretion.

4. SELECTION OF WINNER: The Prize Winner(s) will be randomly selected by Sponsor from all eligible Entries received on all Social Media Platforms. The Prize Winner(s) will be chosen on **August 31, 2018**. Sponsor will initially contact the Prize Winner(s) via direct message on the Social Media Platform used to enter. In order to be chosen, potential winners must tag and follow the @Birmingham_Bowl account on Twitter, BirminghamBowl on Instagram or @Birmingham Bowl on Facebook, and include the hash tag “#Birmingham Bowl.” Once contacted, Prize Winners must provide their email address and telephone. After being selected, each Prize Winner will need to confirm their acceptance of the Prize via email or telephone within seven (7) days.

Failure to timely confirm acceptance as set forth above, and/or the unavailability of any Prize Winner(s) to be reached after a reasonable (as determined solely by Sponsor) effort has been made, may constitute forfeiture of being a Prize Winner, at Sponsor's sole discretion, and a new Prize Winner may be selected from the remaining eligible entries. In addition, if any Prize Winner is selected and subsequently become unavailable to receive the Prize, he/she will be disqualified at Sponsor's sole discretion, and a new Prize Winner may be selected from the remaining eligible entries. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all

requirements mentioned in these rules. Odds of winning depend upon the number of eligible entries received.

Prize Winner(s) must agree and be available to participate in media interviews as determined by Sponsor. Prize Winner's failure to agree to media interviews may result in disqualification of the Prize Winner and another Prize Winner will be selected.

5. RELEASE AND INDEMNITY: By participating in this Sweepstakes or receiving a prize, entrants (and in particular, Prize Winner(s)) agree to release and to indemnify and hold harmless Sponsor and Presenter (if any) and their respective parent(s), subsidiaries, other related entities, and each of their respective officers, directors, members, shareholders, assigns, members, successors, employees and agents of each of the foregoing (collectively, the "**Released Parties**") for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this Sweepstakes (and/or related activities) or the acceptance, possession or use/misuse of a prize.

6. 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, hardware, software or programming associated or used with the Sweepstakes; (2) technical errors, defects, delays or failures of any kind, including without limitation malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (3) digital or electronic disruptions, e.g., viruses or other security breaches; (4) unauthorized human intervention, e.g., hacking; (5) technical or human error which may occur in connection with any aspect of the Sweepstakes; (6) 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 Sweepstakes, access to, copying or downloading materials from a Social Media Platform or any other website, or receipt or use of any prize.

7. PRIVACY AND PUBLICITY: All personally identifiable information submitted by participants in the Sweepstakes will be used to administer the Sweepstakes, select prize winners and fulfill prizes and will be treated according to the Privacy Policies available at www.disneyprivacycenter.com. By submitting an Entry, entrant hereby grants permission for the Entry, including the entrant's Social Media Platform username or handle, to be posted on the Sponsor's website or other website for public view.

Except where prohibited, participation in the Sweepstakes constitutes participant's consent to the Sponsor use of his/her name (including username/handle for Social Media Platforms), likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any and all media, in any manner, now or hereafter known throughout the world in perpetuity without further consideration or any payment.

8. ADDITIONAL DISCLAIMERS: If the Sweepstakes is not capable of running as planned for any reason, including, without limitation, because of a printing error, human error, unauthorized intervention, fraud, technical failure or other cause which corrupt or threaten to corrupt or adversely affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes, including awarding the Prizes from among eligible entries received prior to the time of the cancellation, modification or suspension. All participants, as a condition of entry, agree to abide by and be bound by these Official Rules and the decisions of Sponsor. Failure to comply with these Official Rules may result in disqualification from this Sweepstakes. Sponsor reserves the right to permanently disqualify any person it believes has violated

these Official Rules. Participants further agree to not knowingly damage or cause interruption of the Sweepstakes. Any person who supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these official rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law.

9. DISPUTES: Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 or the appropriate State court located in New York, (b) all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees, and (c) under no circumstances will participant be permitted to obtain awards for and participant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

10. OFFICIAL RULES/WINNERS LIST: For a copy of the Official Rules and/or list of winners, mail a self-addressed stamped envelope (residents of VT may omit return postage) to Birmingham Bowl, **Beach to Birmingham** Social Media Sweepstakes - Winner, 2 Riverchase Office Plaza, Suite 110, Birmingham, Alabama 35244. Requests must be received within thirty (30) days following the end of the final Entry Period (i.e., by **September 30, 2018**).

10. SPONSOR: Birmingham Bowl, 2 Riverchase Office Plaza, Suite 110, Birmingham, Alabama 35244

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