

## **AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY DREAM VACATION SWEEPSTAKES**

### **OFFICIAL RULES**

#### **NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**DESCRIPTION:** The City of Auburn Hills Dream Vacation Sweepstakes ("Sweepstakes") begins on 6/1/18 and ends on 8/31/18 ("Sweepstakes Period").

**SPONSOR:** City of Auburn Hills Tax Increment Finance Authority, Michigan, 1827 N. Squirrel Road, Auburn Hills, MI 48326.

**ADMINISTRATOR:** Exposure Marketing & Promotion, Inc., 1000 North Opdyke Rd, Auburn Hills, MI 48326.

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States, who are 18 years of age or older at the time of entry ("Entrant"). Employees, directors, officers and public officials (as applicable) and their immediate families (defined as spouses and siblings, parents and children and its spouses) of the City of Auburn Hills Tax Increment Finance Authority ("Sponsor") including, without limitation, the City of Auburn Hills' Departments, Boards, Commissions and Councils) and Exposure Marketing & Promotion, Inc. ("Administrator") (collectively the "Sweepstakes Entities") are not eligible. Sweepstakes is offered only in Auburn Hills, Michigan and is void elsewhere and where prohibited.

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER THE SWEEPSTAKES:** Visit any participating retail store or business\*\* in the City of Auburn Hills. At a participating retail store or business:

- (1) Complete the official entry form on the take-one tear pad with all required contact information and deposit in the entry box provided. (If a given participating retail store or business runs out of official entry forms prior to 8/31/18, handprint your name, address, daytime phone number, email address and year of birth on a 3x5 card and mail in a business-size (#10) envelope to Auburn Hills Dream Vacation Sweepstakes, 1000 N. Opdyke Rd. Ste M, Auburn Hills, MI 48326 for receipt by 9/7/18 ("Form Entry").
- (2) Using a compatible mobile device, scan the Code posted at a participating retail store or business. On the website, complete the online official entry form with all required contact information for receipt by 8/31/18 at 11:59:59 PM ET ("Mobile Entry").

{Collectively, "Form Entry" and "Mobile Entry" are referred to herein as an "Entry."}

\*\*A list of participating retail stores is available at [www.auburnhills.org](http://www.auburnhills.org).

**LIMIT: One (1) Entry per person or email address per day, for a maximum of (92) Entries per person or email address.**

In the event more than one (1) Entry is received from any one person or email address per day, the first Entry processed will be considered the only valid Entry received for that day. In the event of a dispute, Mobile Entries will be deemed made by the authorized account holder of the email address provided on the online official entry form. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for

assigning email addresses or the domain associated with the submitted email address. Any potential prize winner who entered via Mobile Entry may be required to show proof of being the authorized account holder. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations or any other methods will void that participant's Entries and that participant may be disqualified. Should a participant enter the Sweepstakes via mobile device, he/she understands that use of the mobile device may be subject to the charges imposed by participant's carrier's rate plan: participant should review his/her carrier's rate plan before attempting to enter the Sweepstakes via Mobile Entry. Proof of sending an Entry does not constitute proof of actual receipt by Administrator of an Entry. Only eligible Entries actually received by Administrator by the applicable deadline (see HOW TO ENTER THE SWEEPSTAKES above and SWEEPSTAKES WINNER SELECTION below) will be included in the applicable Sweepstakes drawing(s). Sponsor and Administrator are not responsible for lost, late, incomplete, invalid, unintelligible, garbled, corrupted, damaged, delayed or misdirected Entries which will be disqualified. Sponsor is also not responsible for postage due or copied Mail Entries which will also be disqualified. Sponsor will not accept (Mobile Entry) submissions from wireless domains, blacklist domains, or any email address Sponsor deems to be potentially harmful to the Website. Use of any automated system to submit an Entry is prohibited and will result in disqualification.

**SWEEPSTAKES WINNER SELECTION:** The potential Sweepstakes prize winners will be selected via random drawing. The first drawing, in which one (1) First Prize winner will be selected, will be conducted on or about 6/29/18; the first drawing will consist of all eligible Entries received by 6/28/18 at 11:59:59 PM ET. The second drawing, in which one (1) First Prize winner will be selected, will be conducted on or about 7/31/18; the second drawing will consist of all eligible Mobile Entries received by 7/30/18 at 11:59:59 PM ET. The third drawing, in which one (1) Grand Prize winner will be selected, will be conducted on or about 9/10/18; the third drawing will consist of all eligible Mobile Entries received by 8/31/18 at 11:59:59 PM ET and all eligible Mail Entries received by 9/7/18. Non-winning eligible Entries will be retained for subsequent drawing(s). Odds of winning a prize depends on the number of eligible Entries received for the applicable drawing. All Sweepstakes drawings will be conducted by Administrator, an independent judging organization. Potential prize winners will be contacted by the Administrator approximately two (2) business days after applicable drawing by telephone and/or email and will be required to complete and return an Affidavit of Eligibility and Liability Release and except where prohibited by law, a Publicity Release Form ("Affidavit/Release") within five (5) days of receipt. If the prize notification is rejected, returned, or deemed undeliverable or the potential winner fails to execute and return the Affidavit/Release within the specified time or if he/she is otherwise ineligible to receive the prize, that potential prize winner will be deemed ineligible and the prize will be forfeited and may be awarded to an alternate selected from among all remaining eligible Entries received for the applicable drawing. In the event that a potential prize winner is disqualified for any reason, that prize will be forfeited and may be awarded to an alternate.

#### **PRIZES:**

**ONE (1) GRAND PRIZE: "Dream Vacation" awarded as a \$5,000 credit to a travel agency/travel supplier of Sponsor's sole choosing. (Winner may accept a prize of \$5,000 cash in lieu of credit to travel agency/travel supplier.)**

**TWO (2) FIRST PRIZES: \$100 (awarded as gift card, issuer being of Sponsor's sole choosing) and one (1) round of golf (18 holes) for winner and a guest with a cart at Fieldstone Golf Club in Auburn Hills, Michigan. Approximate Retail Value: \$180 each.**

Round of golf is subject to availability, blackout dates and other restrictions. Reservation of tee time is required; and, round of golf must be used by 9/1/19. Winner's guest (if a minor, his/her parent or legal guardian) must sign a Liability Release and, except where prohibited by law, a Publicity Release, prior to prize award. If guest is a minor, the minor's parent/legal guardian must be the First Prize winner. But, if winner elects to accept the round of golf without a guest, no compensation or alternate prize will be awarded, with the Approximate Retail Value of the First Prize being reduced accordingly.

**GENERAL PRIZE RESTRICTIONS: Limit one (1) prize per family, household or email address.** All expenses and costs related to acceptance and use of prize not expressly stated herein are the winner's sole responsibility. For the Grand Prize, such unspecified costs/expenses include without limitation travel costs in excess of \$5,000. For the First Prize, such unspecified costs/expenses include travel to and from Fieldstone Golf Club as well as golf club/equipment rental. Gift card/credit prizes are subject to terms and conditions of use of issuer, which are provided therewith or indicated thereon; such terms/conditions may include expiration date as permitted by law. Prize may not be transferred or assigned. No cash or other substitution may be made, except as otherwise indicated herein or by the Sponsor, who reserves the right to substitute the prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner will be responsible for all taxes (federal, state, local and/or income) related to acceptance and use of prize. Grand Prize Winner will be required to provide, to Administrator, his/her Social Security number or tax ID for tax reporting purposes. Administrator will file an IRS Form 1099 with the Internal Revenue Service for the value of the Grand Prize (i.e., \$5,000). Except where prohibited by law, acceptance of prize constitutes permission for Sponsor and its designees to use winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use.

**GENERAL CONDITIONS / RELEASE:** By participating, (a) Entrants release Sweepstakes Entities as well as Fieldstone Golf Club, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of any prize; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to any prize including, but not limited to the prize quality or availability, except with regard to First Prize, for any warranty provided by Fieldstone Golf Club as to usage of its golf course (with such warranty – if any – being expressly limited to its terms). Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's mobile device related to or resulting from participation in this Sweepstakes. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. (For the avoidance of doubt, tampering includes acting in an inappropriate manner toward personnel at any participating retail store or business.) Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason this Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Administrator reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend this Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at participating retail stores and businesses as well as on the website accessible by scanning the Code and the determination of the prize winners for this Sweepstakes will be made, from among all eligible, non-suspect Entries received for this Sweepstakes as of the date of the termination, cancellation or suspension, as Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the awarding of prizes 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 or the appropriate Michigan State Court located in Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than 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, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of 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 State of Michigan.

**WINNERS:** To receive Sweepstakes results (winners' list), go to [www.promodetails.com](http://www.promodetails.com) and enter the promo code "TIFADREAMVACATION". Results will be available after 10/1/18.

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