

2015-16|Fishing Itinerary Cabin Sweepstakes

OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("U.S.") WHO ARE 18 YEARS OF AGE OR OLDER.

1. ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING. Open only to legal residents of the 50 United States and the District of Columbia ("U.S.") who are 18 years of age or older at time of entry. Employees, officers and directors of McCurtain County Tourism Authority (the "Sponsor"), its parents, subsidiaries, affiliates, advertising and promotion agencies, webmasters/suppliers, and members of the immediate families (spouse, children, parents, siblings) and persons living in the same household (whether or not related) of such employees, officers and directors are not eligible.

2. PROMOTION PERIOD: The Promotion begins on September 1, 2015 and ends at 11:59 pm CT on October 31, 2015.

3. TO ENTER: To enter this sweepstakes, visit <http://visitmccurtaincounty.com/fishing-cabin-sweepstakes/> ("Web Site"), and access the sweepstakes entry form. Complete the entry form and submit as directed. Entries must be received by Sponsor's server by 11:59 pm CT on October 31, 2015. Sponsor's server is the official clock for this promotion. Limit one entry per person, per day.

4. DRAWING/PRIZE: A random drawing will be conducted by Sponsor after October 31, 2015 from among all eligible entries received to award the following prize:

(1) Grand Prize: McCurtain County, OK cabin rental not to exceed \$700 value, additional giveaways from local vendors will be included. Total value of complete package is not to exceed \$1200. Only valid for cabins located within McCurtain County. **Not valid on holidays and peak times.** Subject to availability. Some restrictions apply. Package expires February 1, 2016. If winner cannot accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. All expenses not specified are winner's sole responsibility. Winner will be notified by email or phone. Please add EMAIL ADDRESS (info@visitmccurtaincounty.com) to your "safe senders" list to ensure the email notification is delivered to your inbox. Odds of winning will be determined by the number of entries received. If Sponsor is unable to reach winner within 4 business days a new winner will be selected.

5. GENERAL: All taxes on prizes and expenses relating to acceptance and use of prizes and not specified are the sole responsibility of winners. By participating, entrants (and entrant's parent/legal guardian if entrant is a minor in his/her jurisdiction of residence) agree a) to these rules and decisions of Sponsor which shall be final and binding in all respects and in all matters relating to this promotion; b) to release, discharge, indemnify and agree to hold harmless Sponsor, its advertising and promotion agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents

and representatives and all of their respective employees, officers and directors (individually and collectively "Releasees") from any liability or responsibility whatsoever for any claims, costs, injuries, losses or damages (whether due to negligence or otherwise) of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss of or destruction of property, or rights of publicity or privacy), arising out of or in connection with the promotion or from their acceptance, possession, use or misuse of any prize, or participation in the promotion or any promotion related activity or travel related activity; and c) if a winner, by acceptance of prize, to the announcement/use of name, voice, image and/or likeness, at any time or times, for trade, advertising, publicity and promotional purposes without compensation (unless prohibited by law) by Sponsor and those acting pursuant to Sponsor's direction, in all media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so. In no event will Releasees be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages. Winner (and winner's parent/legal guardian if winner is a minor in his/her jurisdiction of residence) will be required to complete an affidavit of eligibility, liability and (where legal) publicity release, which must be returned within time period specified by Sponsor or prize may be forfeited. If any prizes or documents are returned as non-deliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules, winner will be disqualified and prize forfeited and an alternate winner selected. If winner is not of the age of majority in his/her state of residence, prize may be awarded in the name of or to parent or legal guardian (as solely determined by Sponsor) who must execute all documents and agree to all undertakings of winner set forth in these Official Rules or prize may be forfeited. Releasees are not responsible and shall not be liable for: a) telephone, electronic, hardware or software or program, network, or Internet or computer malfunction, or any communications accessibility, availability or lines, or technical errors of any kind or by any human error which may occur in the processing of entries, or the incorrect or inaccurate capture of entry or other information, or the failure to capture, or loss of, any such or similar information; b) failed, incomplete, garbled, corrupted or delayed computer transmissions; c) lost, late, misdirected, mutilated, incomplete, illegible entries or postage-due mail, entries or email; or d) any condition caused by events that may cause the promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the promotion or any portion thereof should computer hardware or software malfunctions (such as but not limited to virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures) or any other causes corrupt the administration, security or proper play of the promotion, and select the winners from entries received prior to the action taken or in such other manner as deemed fair and appropriate by Sponsor.

6. ADDITIONAL CONDITIONS: Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web Site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the promotion

and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or technical error or unauthorized access to the Web Site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or Web Site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Web Site, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials or programs or software to any computer, or downloading materials from or use of the Web Site. Any use of robotic, automatic, macro, programmed, third party, or like entry methods, will disqualify all entries using such methods. No more than the stated number of prizes will be awarded. Entry information and entries become property of Sponsor. In case of dispute, the authorized subscriber of email account used to enter the Promotion, at actual time of entry, will be deemed to be participant and must comply with these Official Rules. Authorized account subscriber is deemed to be natural person who is assigned an email address by an Internet Access Provider, online service provider, or other organization that is responsible for assigning email addresses. No prize transfer or cash redemption or substitution, but Sponsor reserves the right to substitute prize with prize of equal or greater value should prize become unavailable.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF INTERNET SITE <http://www.visitmccurtaincounty.com> OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

7. **PRIVACY:** Information submitted with an entry is subject to the Privacy Policy stated on the Web Site. To read the Policy access the Web Site and click on the Privacy Policy link.

8. **ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this promotion, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules

of the American Arbitration Association, then effective, and (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 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 entrant and/or Sponsor in connection with the promotion, shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of Oklahoma.

9. WINNERS LIST: For a list of major winners (First name, last initial, state), mail a self-addressed, stamped envelope to be received by February 1, 2016 to: Fishing Itinerary Cabin Sweepstakes, c/o Cubic, 1643 S. Boston Ave., Tulsa, OK 74119.

Sponsor: McCurtain County Tourism Authority

I acknowledge that by entering this sweepstakes I may receive additional travel information (e-newsletters, brochures, travel guides, etc.) from McCurtain County Tourism Authority mailed to the address I have entered, and I have reviewed and agree to the Official Sweepstakes Rules.