

## RUMFISH GRILL PHOTO CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, 21 YEARS OF AGE OR OVER. INTERNET ACCESS REQUIRED.

You understand that you are providing your information and images to TradeWinds Island Resorts. TradeWinds reserves the right to reuse images provided by contestants in future digital and print marketing materials.

1. Contest Period: RumFish Grill Photo Contest (the “contest”) begins July 23, 2019 at 1:00 a.m. Eastern Time (“ET”) and ends September 3, 2019 at 11:59 p.m. ET (the “Contest Period”).

2. Eligibility: Open to legal residents of the 50 United States and the District of Columbia. Employees of TradeWinds Island Resorts, their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies (collectively the “Sponsor and its Administrators”), and its affiliates and each of their respective employees, shareholders, directors, officers, members, assigns and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win.

3. How To Enter: During the Contest Period, you may visit the Page and follow the onscreen instructions to complete all required registration information to receive one entry into the contest. All Entries must be completed and submitted by 11:59 p.m. on September 3, 2019, to be eligible. Normal Internet access and usage charges imposed by Entrants’ online service will apply.

4. Winner: One grand-prize winner will be selected on or about September 3, 2019 from among all eligible Entries received throughout the Contest Period. The odds of winning a prize will depend on the number and quality of eligible Entries received during the Contest Period.

5. Prizes and Approximate Retail Value (“ARV”): Prize: Swim with our Fish experience for two (\$70 ARV) to be distributed to the winner. Specific dates are subject to availability, promotional allotment, and valid through 9/20/20 only. Other restrictions may apply. Prizes may be substituted for any reason at the discretion of the Sponsor.

6. General Rules: Prizes are nontransferable and no cash substitutions are allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value. Prize will be sent to the

winner at the address provided at time of Entry within 2 weeks after winner selection. Return of prize as undeliverable may result in disqualification and alternate selection. Winners and all Entrants, as a condition of entry into the photo contest, agree to release and hold harmless Sponsor and its Administrators, Wyng, each of their respective agencies, parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the photo contest (collectively the "Released Parties") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the prizes. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in the Contest or use or redemption of the prizes. All Entries become the property of TradeWinds Island Resorts and are subject to be used in future marketing materials. By entering, entrant accepts and agrees to be bound by these Official Rules. Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of entry (or when setting up winner's account). "Authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in the Contest. Entries generated by script or bot are not eligible. Sponsor reserves the right to cancel, terminate or modify the Contest if it cannot be completed as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the prizes from eligible Entries received prior to cancellation. Void where prohibited by law and subject to all federal, state and local laws. As a condition of entering the Contest, entrant (or parent/legal guardian if entrant is a minor in his/her state of residence) agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with the Contest, or prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event will entrant be entitled to receive attorneys' fees or other legal costs.

7. Sponsor/Administrator: The Sponsor of the Sweepstakes is TradeWinds Island Resorts, 5500 Gulf Blvd., St. Pete Beach, FL 33706. The Administrator of the Sweepstakes is TradeWinds Island Resorts, 5500 Gulf Blvd., St. Pete Beach, FL 33706.