Zion Springs Best Day Ever Giveaway Official Rules

- 1. **Eligibility**: The Zion Springs Best Day Ever Giveaway (the "Promotion" or "Contest") is available only to eligible participants who meet the following criteria:
 - a. Who are legal residents of the following states: Virginia, Maryland, Pennsylvania, Delaware, West Virginia, New Jersey, New York, Connecticut, Rhode Island, Maine, Ohio, Michigan, Indiana, Kentucky, Tennessee, North Carolina, South Carolina, Georgia and the District of Columbia (the "Territory");
 - b. Who are 18 years or the age of majority or older in his/her Territory of residence;
 - c. Who are located in the Territory at the time of entry;

To enter the Contest, you must make sure that you are eligible to enter the Promotion, and that you participate in the Contest in full compliance with these Official Rules and all applicable laws and regulations in the relevant jurisdiction. Zion Springs ("Sponsor"), Trust Point LLC and SweepstakesPros ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to enter the Contest. Void outside the Territory and where prohibited by law. By participating in this Promotion, you agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion, including but not limited to validation of the judging process. Sponsor or Promotion Administrator may require proof of consent at any time and in any manner they deem appropriate. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Promotion ("Official Rules").

- 2. **Promotion Period:** The Promotion begins at 12:00 a.m. Pacific Time ("PT") on June 28, 2024 and ends at 11:59 p.m. PT on July 15, 2024 (the "Promotion Period").
- 3. How to Enter: To submit an entry during the Promotion Period, you will need to have your own individual Instagram account. If you don't already have an Instagram account and wish to enter the Contest, download the Instagram app on your mobile device and follow the directions to create an account; creating an Instagram account is free. Please note that you must agree to comply with the Instagram terms (http://instagram.com/about/legal/terms/#) to create an Account. When posting on Instagram using a mobile device, message and data rates may apply. Consult your service provider's plan prior to entering via a mobile device. Your Instagram account must be personal and publicly viewable. Your Instagram account may not be a corporate or shared account.

To enter the Contest, during the Promotion Period, go to www.zionsprings.com/bestdayevergiveaway/ (the "Website") and locate the official contest entry form (the "Contest Entry Form"). To receive an Entry, all of the following steps must be completed:

- i. Follow @zionsprings on Instagram: www.instagram.com/zionsprings/
- ii. Follow Zion Springs on Facebook https://www.facebook.com/zionsprings
- iii. Create a video of your love story, describing why Zion Springs is your dream wedding destination and why an all-inclusive, stress-free wedding experience is ideal for you (a "Submission") to post on Instagram.
- iv. Each post must:
 - (a) include @zionsprings in the description of the post, and

- (b) include the hashtags #ZionSpringsDreamWedding #BestDayEverGiveaway
- v. Save the URL to the Instagram Post
- vi. On the Contest Entry Form, follow the on-screen directions to submit an entry. Complete all required fields and include the URL to your Instagram Post.
- vii. Share your Submission on your Stories and tag @zionsprings

By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and agree that the Promotion Administrator, in its sole discretion, may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way. LIMIT ONE (1) ENTRY PER PERSON/INSTAGRAM ACCOUNT/EMAIL ADDRESS.

4. Conditions of Submission:

- a. Submission Guidelines:
 - Your Submission must be your original creation, without using artificial intelligence, using, modifying, enhancing or altering a third party's preexisting work does not qualify as your original creation.
 - 2. The Submission must feature you and your future spouse.
 - 3. The Submission cannot include any music.
 - 4. The Submission must be no longer than 90 seconds.
 - 5. The Submission must be in English.
- b. Additional Conditions of Submission: Any Submission which the Promotion Administrator or Sponsor, in their sole opinion, deems to be inappropriate for publication or inclusion in this Promotion will not be considered or displayed and the corresponding entrant will be disqualified. Submission cannot, in the opinion of the Promotion Administrator or Sponsor: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iii) be obscene or offensive, endorse any form of hate or hate group; (iv) defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies: (v) contain any personal identification, such as license plate numbers. personal names (other than entrant and future spouse), email addresses or street addresses; (vi) contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media); (vii) except for incidental usage, as determined solely by Promotion Administrator, contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission; (viii) communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate: or (ix) be in violation of any law.

By submitting an Entry each entrant represents and warrants that: (i) his/her Submission is the sole and exclusive property of the entrant; (ii) the Submission is an original creation of the entrant; (iii) entrant owns or otherwise has rights to use all elements of the Submission; (iv) the Submission has not been copied in whole or in part from any other work; (v) the Submission does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person or entity (including but not limited to rights of privacy or publicity or portrayal in a false light); (vi) the participants depicted in the Submission (if any) have given written consent to its

submission into the Promotion and use as contemplated by these Official Rules and entrant can supply proof of permission if requested by Promotion Administrator or Sponsor; (vii) entrant is the parent or legal guardian of all persons under the age of majority in the jurisdiction in which they reside who appear in the Submission (other than entrant, if applicable); (viii) the Submission has not been previously published; (ix) publication of the Submission via various media including web posting, will not infringe on the rights of any third party. Each entrant will indemnify and hold harmless, the Promotion Parties from any claims to the contrary.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER SUBMISSION MAY BE POSTED ON SPONSOR'S WEBSITES, IN SPONSOR'S DISCRETION. Posting of a Submission is not an indication that the Submission or Entry has won a prize or is otherwise eligible for a prize. Rights Granted: To the maximum extent permitted by law, your Entry and Submission will be the property of Sponsor, and may be displayed, used or altered by Sponsor (or anyone Sponsor authorizes) for any purpose without any kind of payment to you. It also means that Sponsor or any of their affiliates may produce, market, sell or otherwise distribute products based on (in whole or in part) your Entry. This means you irrevocably and forever grant and assign to Sponsor all worldwide right, title, and interest in and to your Submission (and all works derived from it) as well as all intellectual property you create by participating in the Promotion. You expressly waive all rights to review or approve any use that Sponsor makes of your Submission in accordance with these Official Rules. By entering, you further agree to waive all rights of attribution and integrity if your Submission is used by Sponsor or anyone Sponsor authorizes, and to waive any moral rights in the Submission.

By entering the Promotion, you agree that your Entry and Submission are gratuitous, unsolicited and without restriction, and will not place Sponsor under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to you. You further acknowledge that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees or obtained from sources other than you. Sponsor reserves the right to, and may or may not, monitor/screen Entries prior to posting them to the Website.

By entering the Promotion, you understand and acknowledge that you will not now or in the future be paid or compensated in any way for your Entry or Submission or for granting the Sponsor any of the rights set out in these Official Rules. You further acknowledge that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Promotion Administrator and Sponsor reserve the right, in their reasonable discretion, during or upon completion of the Promotion Period, to request that any entrant resubmit his or her Entry prior to any voting or judging period.

5. **Contest Semi-Finalists Judging**: All Submissions submitted by eligible Contest Entrants received during the Promotion Period will be judged by qualified judges, under the supervision of Promotion Administrator, an independent judging organization, on the basis of the following (collectively the "Judging Criteria"):

Social Media Engagement - 45 points

Consisting of the following factors:

- Number of Likes and Reactions: Evaluating the total number of likes and reactions a post receives.
- Quality and Quantity of Comments: Assessing both the number of comments and the relevance or thoughtfulness of the comments.
- Shares and Reposts: Measuring how often followers share or repost.

- Use of Campaign Hashtags: Checking the correct and creative use of campaign-specific hashtags.
- Story Mentions and Tags: Counting the number of times the campaign is mentioned or tagged in Instagram Stories or other social media platforms.
- Engagement Rate: Calculating the engagement rate (likes, comments, shares) relative to the number of followers.

Why All-Inclusive? - 30 points

Consisting of the following factors:

- Clarity: Does the couple clearly explain why an all-inclusive wedding experience is ideal for them?
- Enthusiasm: Do they seem genuinely excited about the benefits of an allinclusive wedding?
- Alignment with Zion Springs: Does their explanation highlight the specific appeal of Zion Springs' all-inclusive package?

Wedding Journey & Connection - 25 points

Consisting of the following factors:

- Storytelling: Does the video effectively convey the couple's journey? Is it clear how they met, fell in love, and why they are meant to be?
- Authenticity: Do the couple's personalities shine through?

The top ten (10) entrants whose Submissions achieve the highest total scores by the judges shall be deemed the Semi-Finalists. In the event of a tie, the tied Submissions will be re-judged by the judges using the same criteria. If there is a subsequent tie, tie breaker will be based upon the highest score in the first Judging Criterion, continuing thereafter to each Judging Criterion in order, as needed, to break the tie. Semi-Finalists will be determined on or about July 18, 2024.

- 6. Voting for Top 3 Finalists: Voting for the Top 3 Finalists among the Semi-Finalists begins at 12:00 a.m. ET on July 19, 2024 and ends at 11:59 p.m. ET on July 21, 2024 (" Voting Period"). The Top 3 Semi-Finalists that receive the highest number of votes at the conclusion of the Voting Period will be deemed the Finalists, subject to verification. In the event of a tie, the Finalists will be determined by the Submission deemed Most Socially Engaged, as determined solely by the Sponsor. The Finalists will be determined approximately by July 22, 2024 from all eligible Votes received and will be awarded the Finalist Prize described below in Rule 9. The remaining seven (7) Semi-Finalists will be awarded the Runner-Up Prize described below in Rule 9.
- 7. How to Vote: During the Voting Period, individuals may vote on the ten (10) Semi-Finalists' Submissions by online vote. Go to the Website and click on the link to locate the online official voting form. In order to be able to vote, potential voters must visit the Website to view the gallery where the Top 10 Semi-Finalists Submissions will be displayed. Click on the WATCH button to view the videos. Follow the on-screen directions to vote. LIMIT ONE (1) VOTE PER ENTRY PER PERSON/EMAIL ADDRESS DURING THE VOTING PERIOD. Public voting is to be based upon public appeal and adherence to the Contest theme. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any entrant or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes and entrant and/or the Submission may be disqualified, as determined by Promotion Administrator in its sole discretion. Promotion Administrator reserves the right, in its sole discretion, to

- select an alternate prize winner should the voting appear to have been tampered with or manipulated in any way.
- 8. Final Winner Judging: The Top 3 Finalists must attend the live judging event on August 17, 2024 at Zion Springs in person or via Zoom. The Finalists will be required to present their Submissions and "pitch" their story to the judges, making the best case why they should win, in a 5-7 minute live presentation. Guidelines will be provided to the Finalists prior to the presentation, including that presentation must be in English. The Finalists will be judged by qualified judges, under the supervision of Promotion Administrator, an independent judging organization, on the basis of the same Judging Criteria in Rule 5. The Finalist whose Submission receives the highest total score from the judges shall be deemed the Grand Prize winner. The Finalist whose Submission receives the next-highest total score (after the Grand Prize winner) will be deemed the Second Prize winner. The Finalist whose Submission receives the next-highest total score (after the Second Prize winner) will be deemed the Third Prize winner. In the event of a tie, at any prize level, the tied Submissions will be re-judged by the judges using the same criteria. If there is a subsequent tie, tie breaker will be based upon the highest score in the first Judging Criterion, continuing thereafter to each Judging Criterion in order, as needed, to break the tie. Winners will be determined on or about August 17, 2024.

9. Prizes, Approximate Retail Values ("ARV") & Odds of Winning:

- One (1) Grand Prize: A Weekend Wedding at Zion Springs on March 15, 2025 for up to 125 guests. The wedding package consists of: An all-weekend lease of the Zion Springs Estate (ARV \$12,999), an All-inclusive essential service with Coordination, Invitations and Communication, Entertainment and Design Planning (ARV \$15,999), Essential Memory Capture Photo and Video package (ARV \$9,999), floral arrangements (ARV \$4,499), an All-inclusive Catering and Bar services (ARV \$18,625), budget for shuttle services (ARV \$1,750), Rehearsal Dinner with Open Bar for 40 guests (ARV \$4,360), Post-rehearsal Welcome Party for 50 guests (ARV \$1,750), Post-reception After Party package for 50 guests (ARV \$1,500), A two-night stay for two (2) for the couple (ARV: \$408), Gratuities and Taxes up to \$5,558.98. Total ARV of the Grand Prize is up to \$75,647.98. Transportation to Zion Springs for Winner, spouse and guests is not included.
- One (1) Second Prize: A One-Day Wedding at Zion Springs on March 8, 2025 for up to 125 guests. The wedding package consists of: A one (1) day lease of the Zion Springs Estate (ARV \$ 6,999), an All-inclusive essential service with Coordination, Invitations and Communication, Entertainment and Design Planning (ARV \$14,999), Essential Memory Capture Photo and Video package (ARV \$4,999), floral arrangements (ARV \$3,999), an All-inclusive Catering and Bar services (ARV \$14,999), budget for shuttle services (ARV \$1,750), Post-reception After Party package for 25 guests (ARV \$725), Engagement photos (ARV \$599), Photobooth (ARV \$599), Live streaming package (ARV \$599), Thank You video (ARV \$349), End-of-the-night Video (ARV \$2,499), Heirloom Film (\$2,499), an overnight stay for the couple (ARV: \$189), Gratuities and Taxes up to \$4,733.68. Total ARV of the First Prize is up to \$50,518.68. Transportation to Zion Springs for Winner, spouse and guests is not included.
- One (1) Third Prize: A Minimony Mid-week Wedding at Zion Springs on April 24, 2025 for up to 50 guests. The wedding package includes: A Minimony Lease of Zion Springs Estate (ARV \$4,599), an All-inclusive essential service with Coordination, Invitations and Communication, Entertainment and Design Planning (ARV \$6,999), Essential Memory Capture Photo and Video package (ARV \$2,499), floral arrangements (ARV \$1,500), an All-inclusive Catering and Bar services for 50 guests (ARV \$7,450), budget for shuttle services (ARV \$1,750), Post-reception After Party package for 25 guests (ARV \$725), DJ/MC services (ARV \$2,499), Engagement photos (ARV \$599), Photobooth (ARV \$599), live streaming package (ARV \$599), end of the night photo collage (\$599), End-of-the-night Video (ARV \$2,499), Heirloom Film (\$2,499), Thank You video (ARV \$349), an overnight stay for the couple (ARV: \$189), Gratuities and Taxes up to \$1,436.94. Total ARV of the Second Prize is \$25,322.94.
 Transportation to Zion Springs for Winner, spouse and guests is not included.

- Three (3) Finalist Prizes: Two-night stay for two (2) (Finalist and future spouse) at Zion Springs on the weekend of August 17, 2024 to attend the Final Winner Judging and Winner Announcement Event (ARV: \$408). Total ARV of all Finalist Prizes is \$1,224. If a Finalist is unable to attend the live judging event in person on these dates and participates via Zoom, he/she will forfeit this Finalist Prize. Transportation to Zion Springs is not included
- Seven (7) Runner Up Prizes: One-night stay for two (2) (Runner-Up and guest) at Zion Springs (ARV:189). Total ARV of all Runner-up Prizes is \$1,323. Transportation to Zion Springs is not included

Total ARV of all prizes in this Promotion is \$154,036.60. All wedding packages and accommodation prizes will be held at Zion Springs, VA. TRANSPORTATION TO AND FROM ZION SPRINGS, VA IS NOT INCLUDED. Prize(s) must be accepted as awarded. All characteristics and features of the prize(s) except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption or transfer of prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. PRIZE(S) IS AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. WINNER(S) OF PRIZE(S) AGREES THAT SPONSOR, AND THE PROMOTION PARTIES, HAVE NEITHER MADE NOR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE(S), INCLUDING BUT NOT LIMITED TO ITS QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. All prize amounts are listed in United States Dollars. No substitution, cash redemption resale, or transfer of prize is permitted except at Sponsor's sole discretion. All federal, state, and local taxes on the prizes, and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winner. Arrangements for delivery of prizes will be performed after winner validation. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD. At Sponsor's discretion, unclaimed prizes may not be awarded. Sponsor takes no responsibility for any damages or loss of the prize caused during delivery if such loss or damage does not result from Sponsor's intentional misconduct or gross negligence.

- 10. Additional Prize Conditions: Winner(s) must complete the wedding package prizes on the dates specified above in Rule 9 or as otherwise designated by Sponsor or prize may be forfeited in its entirety, at Sponsor's sole discretion. Dates of prize package, location, and all accommodations arrangements are at Sponsor's sole discretion and are subject to availability, blackout dates, and change. Winner(s), must complete their wedding planning with Zion Springs no later than 30 Days from the couple's wedding date, as shown below:
 - Grand Prize Winner of the Weekend Wedding Package on March 15, 2025 must complete wedding planning by February 13, 2025.
 - The 2nd Prize Winner of the One-Day Wedding Package on March 8, 2025 must complete wedding planning by February 6, 2025.
 - The 3rd Prize Winner of the Minimony Mid-Week Wedding Package on April 24, 2025 must complete wedding planning by March 25, 2025.

No liability or responsibility is assumed by any of the Promotion Parties resulting from or related to inability or failure of winner and his/her companion(s) to travel or to participate in prize events due to illness, any quarantine requirements, or other events beyond Sponsor's control. All federal, state state/provincial/territorial and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the applicable winner(s). Arrangements for delivery of prize(s) will be made after winner validation.

11. **Entrant Verification**: In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo

identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.

- 12. **Disqualification**: Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the Entries and the responsible entrant(s), as determined by the Promotion Administrator in its sole and absolute discretion. The Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
- 13. **Notification & Validation of Winners**: Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time as a condition to receive any prize. In the event a Minor is selected as a potential winner, the Minor's parent or legal guardian must agree to all terms and conditions set forth in these Official Rules, and must sign and return all required documentation, including, where lawful, a Publicity Release, within the time frame specified. Failure to comply will result in forfeiture of all rights to the prize(s). The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner based on the results of the original judging.
- 14. Limitations: To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, not delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission. communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, Entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in in the administration or execution of this Promotion; or (x) cheating or fraud by any participant. All incomplete or non-conforming Entries (as determined by the Promotion Administrator in its sole and absolute discretion) will be disqualified. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if possible.
- 15. **Modification, Suspension and Termination**: If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, legal mandate, social media mandate, pandemic, epidemic or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or, modify, suspend

- and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners from among all applicable eligible, non-suspect entries received as of the time/date of termination using the judging procedures listed in these Official Rules.
- 16. Releases: By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless the Promotion Parties, Meta, X Corp. and Instagram and their respective successors and assigns from and against any liability, loss, claim or cause of action whatsoever related to entrant's participation in this Promotion, including, but not limited to, personal injury, death, or damage to or loss of property arising out of participation in this Promotion or the acceptance, possession, use, inability to use, or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, 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 APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.
- 17. **Publicity**: Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
- 18. **Privacy**: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at https://www.zionsprings.com/privacy-policy/. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her Entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
- 19. Choice of Law, Jurisdiction and Notice: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2024 Promotion Administrator.
- 20. Severability & Conflicts: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- 21. **Winners' List**: To view the winners' list for this Promotion, please visit https://certified.promotrust.com/ZionSprings/BestDayEverGiveaway/winners. The winners' list will be available after winner validation has been completed.

- 22. **Third Party Rights**: All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way. This Promotion is in no way sponsored, endorsed or administered by, or associated with Meta. You understand that you are providing your information to Sponsor and not to Meta.
- 23. Sponsor: Zion Springs, Loudoun County, Virginia.
- 24. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only, and not to Meta.