

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- 1. <u>Sponsor</u>: KemperSports, Vidanta Resorts and SQN Escapes are each a "Sponsor" and collectively the "Sponsors" of the contest.
- 2. <u>Eligibility:</u> The ¡Uno! Hole-in-One Promotion (the "Contest") is open only to those who play a round of golf at a participating facility managed by KemperSports on the date of such round (each a "Facility") and who are age 21 or older as of such round. Outing and Tournament participants are not eligible to receive the "Prize." The Contest is only open to legal residents of the United States and is void where prohibited by law. Employees of Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- 3. <u>Agreement to Rules</u>: By participating, you agree to be fully and unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsors, as final and binding as it relates to the Contest. The Contest is subject to all applicable federal, state and local laws.
- 4. <u>Contest Period</u>: The Contest is starting on or about September 1, 2018 and ending December 31, 2019 (the "Contest Period").
- 5. <u>How to Enter</u>: Odds of winning depend on the number of rounds played. A participant who completes a hole-in-one while golfing at a Facility (which such hole-in-one is witnessed and attested) during the promotional period is a "Winner." If you use fraudulent methods or otherwise attempt to circumvent the Rules your submission may be removed from eligibility at the sole discretion of the Sponsor.
- 6. <u>Prizes</u>: Winners will receive a trip for two (2) for a five (5) day and four (4) night complimentary stay for 2 guests in a Master Room at The Grand Mayan at Vidanta Nuevo Vallarta, Vidanta Puerto Peñasco or Vidanta Riviera Maya (exclusive of airfare and transportation) (the "Prize"). The winner will be responsible for all meals, travel expenses to and from the resort (including, without limitation, round trip airfare and transfers), and other incidental expenses while attending the resort or hotel. All prizes are non-transferable and may not be substituted for cash or for an alternative prize. Sponsor reserves the right to substitute a prize with one of equal or greater value if advertised Prizes become unavailable for any reason.

The Prize trip must be taken no later than twelve months following the activation date or Prize will be forfeited. Winner and Winner's guest must have a valid passport in order to travel from



the United States to Mexico. Based on availability. Limited blackout dates apply. No cash back is available.

Winner will pay applicable tax associated with the resort and the "resort fee" at the Vidanta Nuevo Vallarta, Vidanta Puerto Peñasco and Vidanta Riviera Maya destinations. The \$11/night/reservation USD fee at the Vidanta Nuevo Vallarta and Vidanta Riviera Maya destinations includes arrival transportation from the airport to the resort, local calls, WIFI and access to the fitness center. The \$7/night/reservation USD fee at the Vidanta Puerto Peñasco destination includes access to the fitness center, WIFI, local calls and valet parking. These fees are the responsibility of the winner. There is also a "stay tax" at all three destinations (Nuevo Vallarta, Puerto Peñasco and Riviera Maya) which is approximately \$2/day (which will be paid by winner). There is a \$99 activation fee per certificate. The total estimated value of this Prize is \$547 USD. Actual/appraised value may differ at time of Prize award. The specifics of the Prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion.

The Prize is non-transferable. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. No substitution of Prize or transfer/assignment of Prize to others or request for the cash equivalent by Winners is permitted. Acceptance of Prize constitutes permission for Sponsors to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. Limit one (1) Prize per household or family. Winners' companions must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian

- 7. <u>Odds</u>: The odds of winning depend on the number of rounds played.
- 8. <u>Winner Selection and Notification</u>: Winners who complete a hole-in-one at a Facility will notify the General Manager or PGA Professional at the Participating Facility. The Facility will forward that individual's contact information to the Sponsor. Each Winner is eligible to win only one prize within the 2018-2019 season.

The receipt by Winner of the Prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 9. <u>Rights Granted by You</u>: By entering this contest you understand that Sponsor, anyone acting on behalf of KemperSports, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and Winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 10. <u>Terms</u>: Sponsors reserve the right, in their sole discretion to cancel, terminate, modify or suspend the Contest should (in their sole discretion) intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or commits fraud or otherwise violates these Terms & Conditions.



By entering the Contest, you agree to receive email newsletters periodically from KemperSports. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

- 11. <u>Taxation</u>: Each Winner is solely responsible for any and all federal, state, and local income taxes associated with his or her Prize. The Sponsors are not responsible for and will not pay or in any way compensate Winners for taxes associated with winning a Prize. Each Winner may be required to provide certain tax-related documents to Sponsor before receiving a Prize. If required by law, Sponsor will issue Form 1099-MISC to each Winner reporting the taxable retail value of his or her Prize. Each Winner should consult his or her tax advisor about the tax implications of winning a Prize.
- 12. Limitation of Liability: By entering you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any Prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the processing of entries.
- 13. <u>Disputes</u>: This sweepstakes is governed by the laws of the United States of America and Illinois, without respect to conflict of law doctrines. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Illinois having jurisdiction. Further, in any such dispute, under no circumstances will a participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.
- 14. <u>Privacy Policy</u>: Information submitted with an entry is subject to the Privacy Policy stated on the KemperSports website. To read the Privacy Policy, go to <u>http://www.kempersports.com/privacy-policy</u>.
- 15. <u>Winners List:</u> To obtain a copy of the Winners names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: KemperSports 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 USA.

Sponsors: SQN Escapes, 1621 Central Avenue, Cheyenne, WY 82001 USA KemperSports 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 USA Vidanta http://www.vidanta.com/

