Summer Soak Party Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- **1. Eligibility:** The Summer Soak Party Sweepstakes (the "Sweepstakes") is open only to legal residents of Texas who are at least 18 years old at the time of entry. Employees of SeaWorld Parks & Entertainment, Inc., A Delaware Corporation, Ancira Auto Group, HEB Grocery Company, LP, CST Brands, Inc. San Antonio Spurs, L.L.C., a Texas limited liability company, d/b/a Spurs Sports & Entertainment, San Antonio Professional Baseball Club d/b/a San Antonio Missions, Valero Alamo Bowl, HelloWorld, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside of Texas and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, including all decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** SeaWorld Parks & Entertainment, Inc., A Delaware Corporation, 9205 Southpark Center Loop, Suite 400, Orlando, FL 32819. **Administrator**: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on July 30, 2016 at 9:30 a.m. Central Time ("CT") and ends on August 14, 2016 at 8:00 p.m. CT (the "Promotion Period") and is comprised of 6 weekend days (each a "Day") as set forth in the table below and 63 entry periods (each an Entry Period") as defined below. Most of the Entry Periods are each one hour long, except for the first one each Day which begins at 9:30 a.m. and ends at 11:00 a.m. There are 11 Entry Periods each Saturday of the Promotion Period and 10 Entry Periods each Sunday of the Promotion Period. The Entry Periods continue each hour of the Day that SeaWorld® San Antonio is open. Only entries during one of the Entry Periods will be eligible for a prize in this Sweepstakes. The Sweepstakes is not open outside of the dates and times listed in the chart below.

Day	Begins at:	Ends at:
1 - Saturday, July 30	9:30 a.m. CT	9:00 p.m. CT
2 – Sunday, July 31	9:30 a.m. CT	8:00 p.m. CT
3 - Saturday, August 6	9:30 a.m. CT	9:00 p.m. CT
4 - Sunday, August 7	9:30 a.m. CT	8:00 p.m. CT
5 - Saturday, August 13	9:30 a.m. CT	9:00 p.m. CT
6 - Sunday, August 14	9:30 a.m. CT	8:00 p.m. CT

Sponsor's representative's computer is the official time-keeping device for the in-person entry at SeaWorld® San Antonio portion of the Sweepstakes. Administrator's computer is the official time-keeping device for the online alternate method of entry portion of the Sweepstakes.

4. How to Enter: There are 2 ways to enter:

a) Entry at SeaWorld® San Antonio: During a Day of the Promotion Period, visit SeaWorld® San Antonio, enter the park, and visit Explorer's Reef at Discovery Point® where you can enter the Sweepstakes. Fill out the entry form completely including your email address, a phone number at which you can be reached if you are a potential prize winner, your full mailing address, and confirming your age eligibility. P.O. Boxes are not permitted. Then, deposit your entry into the

designated receptacle to receive one entry into the Sweepstakes for the remaining drawings for that Day.

b) Free Online Entry: During a Day of the Promotion Period, to enter without going to SeaWorld® San Antonio, visit https://app.promo.eprize.com/summersoakparty and follow the links and instructions to complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. You will receive one entry into the Sweepstakes for the remaining drawings for that Day.

<u>Limit</u>: You may enter one time per Day of the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

- 5. Drawings: On or about 30 minutes after the end of each Entry Period, Sponsor will randomly select the applicable potential Sweepstakes winners from all eligible entries received via either method during the applicable Entry Period, as well as those that have carried over from earlier Entry Periods on that Day. The potential winners will be notified by email, mail or phone and/or announcement over the PA system at SeaWorld® San Antonio. Each potential winner of a prize valued at \$600 or more will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") which must be received by Administrator/Sponsor, within seven days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or if a prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three alternate drawings will be held, after which the prize will remain un-awarded. Non-vehicle prizes will be fulfilled either in-person at SeaWorld® San Antonio or approximately 8-10 weeks after the conclusion of the Sweepstakes. Vehicle winners will be contacted within 5 – 7 weeks after the end of the Sweepstakes with the details of prize fulfillment. Winners will be required to visit a dealership determined by Sponsor to claim their prizes.
- **6. Prizes:** Prizes will be awarded one per Day unless otherwise specified.

Entry Period for Drawing:	Prize(s) Available for This Time/Drawing:	
9:30 – 11:00 am	Baseball #3 Tickets	
11:01 – 12:00 pm	H-E-B gift card	
12:01 – 1:00 pm	SeaWorld Tour	
1:01 – 2:00 pm	Baseball #2 Tickets	
2:01 – 3:00 pm	Corner Store gift card	
3:01 – 4:00 pm	Signature Animal Encounter Pack	
4:01 – 5:00 pm	H-E-B gift card	
5:01 – 6:00 pm	Bowl Game Tickets	
6:01 – 7:00 pm	Baseball #1 Tickets	
7:01 – 8:00 pm	On Saturdays: Basketball Tickets	
	On Sundays: 1 CAR Prize, 2 prizes of Basketball	
	Tickets	
8:01 – 9:00 pm (Saturdays ONLY)	On Saturdays: 1 CAR Prize, Basketball Tickets	

Sundays: Not Applicable

- <u>6 CAR PRIZES</u>: A new 2016 fuel-efficient vehicle. Sponsor will determine all features of automobile including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, sales tax, auto insurance, and other fees associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor. Approximate Retail Value ("ARV") of each prize: \$14,200.
- 12 BASKETBALL TICKET PRIZES: A package of 4 San Antonio Spurs basketball tickets. ARV of each prize: \$280.
- <u>6 BASEBALL #1 TICKET PRIZES</u>: A package of 4 professional baseball tickets for a Texas team (possible dates are 9/2, 9/3, 9/4, 9/16, 9/17, or 10/1). ARV of each prize: \$268 \$308 depending on date of game and seat location.
- <u>6 BASEBALL #2 TICKET PRIZES</u>: A package of 4 professional baseball tickets for a Texas team (possible dates are 8/27 or 9/24). ARV of each prize: \$232 \$252 depending on date of game and seat location.
- <u>6 BASEBALL #3 TICKET PRIZES</u>: A package of 10 minor league (Missions) baseball tickets, each valid for one game during the 2016 season. ARV of each prize: \$100.
- <u>6 SIGNATURE ANIMAL ENCOUNTER PACK PRIZES</u>: A package of 4 Signature Animal Encounters. Your choice of dolphin, beluga, or sea lion; and a package of 4 Annual Passes to SeaWorld San Antonio, Encounter and Annual Pass expire 07/29/17. ARV of each prize pack: \$1,028.
- <u>6 SEAWORLD TOUR PRIZES</u>: A package of 4 Behind the Scenes SeaWorld Tour passes; and a package of 4 Annual Passes to SeaWorld San Antonio. Tour and Annual Pass expire 07/29/17. ARV of each prize pack: \$448.
- 6 BOWL GAME TICKETS PRIZES: A package of 4 Valero Alamo Bowl tickets. ARV of each package: \$220.
- 12 H-E-B GIFT CARD PRIZES (2 per Day): A \$100 H-E-B gift card. ARV: \$100.
- <u>6 CORNER STORE GIFT CARD PRIZES</u>: A \$100 Corner Store gift card. Valid for gas or in-store purchases. ARV: \$100.
- For All Prizes; Terms and conditions of tickets, passes, and gift cards apply. Seating, dates, and all other prize components are determined by Sponsor, in its sole discretion. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period and each Day. Limit: 1 prize per person per day.
- **7. Release:** By receipt of any prize, each winner agree to release and hold harmless Sponsor, Ancira Auto Group, HEB Grocery Company, LP, CST Brands, Inc. San Antonio Spurs, L.L.C., a Texas limited liability company, d/b/a Spurs Sports & Entertainment, San Antonio Professional Baseball Club d/b/a San Antonio Missions, Valero Alamo Bowl, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, prize information, likeness, photograph, voice, opinions, hometown and state, video, voice, any comments, testimonials or other feedback related to prize or Sweepstakes experience, whether written or oral, for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date and time of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. 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 Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded 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 (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the 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 the State of Michigan.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to Administrator's Privacy Policy http://www.helloworld.com/privacy-policy and Sponsor's Privacy Policy https://seaworldentertainment.com/en/privacy-policy/.

- **13. Winner List:** For a list of major prize winners, visit http://bit.ly/2aergZm. The winner list will be posted after winner confirmation is complete.
- **14. Name Removal Notification System:** If you would like your name removed from Sponsor's mailing list, please send your name and address to: SeaWorld® San Antonio, Attention: Mail Opt-out, 10500 SeaWorld Drive, San Antonio, TX 78251 and your name will be removed within 60 days of the request.
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