

## WISH YOU WERE HERE OFFICIAL RULES

### NO PURCHASE NECESSARY

### VOID WHERE PROHIBITED

**1. Promotion Period:** This Discover The Palm Beaches County promotion (this “Promotion”) begins at 12:00 AM Eastern Time (“ET”) on August 6th and ends at 11:59 PM ET on or about October 5, 2024 (“Promotion Period”).

**2. Eligibility:** Open only to legal U.S. residents with a valid U.S. mailing address, who are 21 years of age or older as of date of entry. Employees of Discover The Palm Beaches (“Sponsor”), and any of its affiliates, parents, subsidiaries, prize providers, and advertising and promotion agencies associated with the Promotion (collectively, “Promotion Entities”) and members of their immediate family members (spouses, parents, children, and siblings and their spouses), and/or those living in the same household of each such employees are not eligible. Void where prohibited or restricted by law. Subject to all applicable federal, state, and local laws, ordinances, and regulations. By entering the Promotion, entrants accept and agree to be bound by these Official Rules.

**3. How to Enter:** To enter the giveaway an individual must fill out a form online at [ThePalmBeaches.com/wish](https://ThePalmBeaches.com/wish). One entry per person per giveaway during the Promotion Period. Must have a valid email address to enter the giveaway.

**4. Random Drawing:** The one (1) winner will be selected in a random drawing after October 5, 2024 from among all eligible Entries received during the Promotion Period. The decisions of Sponsor are final and binding on all matters relating to the Promotion. The odds of winning depend on the total number of eligible Entries received during the Promotion Period in accordance with these Official Rules.

**5. Winners Notification:** The potential winners will be notified through submitted email during normal business hours after October 5, 2024. The potential winners will have two (2) days to reply to the email. The potential winners will then be required to provide a U.S mailing address and email address where the prize will be sent electronically within five (5) days of notification or the potential winners will be disqualified, and an alternate winner may be selected, in Sponsor’s sole and absolute discretion. Noncompliance within prescribed time periods will result in a potential winners’ disqualification and an alternate winner selected, in Sponsor’s sole and absolute discretion. Email Certificate will be considered proof of prize sent to winners. Prize notification returned as non-deliverable or unresponsive will result in disqualification and the prizes will be forfeited and an alternate winner may be selected, in Sponsor’s sole and absolute discretion.

**6. Prizes and Approximate Retail Values (“ARV”):** “Prize” The following is a description of the prize to be awarded to one (1) winner: Roundtrip Airfare for two (2), Two (2) Tickets to the ‘Wish You Were Here’ Exhibit and One (1) \$500 Hotels.com gift card. The estimated prize value is \$3,000. Prizes are non-transferable and may not be given, bartered, or sold. There are no cash or prize substitutes. Discover The Palm Beaches reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners need not be present to win and will be notified by direct message and/or comment on the Sponsors’ profile. Prize certificate will be emailed to winner based on email address provided to Discover The Palm Beaches within 1 week. If a winner fails to meet eligibility requirements, then an alternate winner can be selected.

**7. General Rules:** Each winner's entry and acceptance of the prize constitutes permission for Discover The Palm Beaches and its affiliates to use his/her name, photograph and likeness for purposes of advertising and promotion without compensation. Incomplete, corrupted, or untimely Entries are void and will be disqualified. Promotion Entities are not responsible for lost, late, incomplete, damaged, or misdirected Entries/winner notification documents; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer/phone equipment (software or hardware)/device, or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of Entry will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the device or social media profile used to enter will be deemed to be the entrant. "Authorized account holder" of a device social media profile is the natural person in whose name the device or social media profile has been issued and to whom services are billed. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion, and in the event of cancellation, the Prizes will be awarded in a random drawing from among all eligible entries received in accordance with these Official Rules prior to cancellation. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR SOCIAL MEDIA PAGE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW; SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right at its sole discretion to disqualify any individual it finds: to be attempting to tamper with or undermine the Entry process, and/or the legitimate operation of the Promotion; to violate the Official Rules; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prizes at random from among all eligible Entries received in accordance with these Official Rules prior to cancellation.

**8. Warranties and Representations; Release of Liability:** You hereby hold each of the Promotion Entities and each of their respective officers, directors, members, managers, employees, agents, representatives, successors and assigns (the "**Released Parties**") harmless from and against any third party claim arising from use of any Entry and you waive any right to inspect or approve uses of your Entry by Sponsor in connection with the Promotion or to be compensated for any such uses. Participating in the Promotion constitutes permission to Sponsor to use a winner's name and address in connection with the administration of the Promotion only and as otherwise required by law. **By participating in the Promotion, the entrant agrees that Released Parties will have no liability whatsoever for, and will be held harmless by entrant for any liability for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry, the acceptance, possession, use or misuse of the Grand Prize or component thereof, if applicable, or participation in the Promotion or participation in any Promotion related activity.** You hereby represent and warrant that you have read these Official Rules and are fully familiar with their contents and agree to be bound by them.

**9. Disputes:** ENTRANTS/WINNERS AGREE THAT: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THE PROMOTION OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA, U.S.A., WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER LAWS. Entrants/winners are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by federal, state and local authorities. As a condition of participating in the Promotion, each entrant/winners agrees that in any and all disputes that cannot be resolved between the parties and in any causes of action arising out of or connected with the Promotion, the exclusive procedure for resolving the dispute shall be arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules before one arbitrator in Palm Beach County, Florida. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. The arbitrator shall be selected from the AAA's large, complex case panel. Absent good cause or the parties' agreement, the award shall be rendered within six months of the arbitrator's selection. The arbitrator shall award reasonable attorneys' fees and costs to the prevailing party. Except as may be required by law, neither party nor the arbitrator may disclose the existence, contents, or results of anything related to the arbitration, including but not limited to pleadings, motions, briefs, discovery, depositions, hearings, or award without all the parties' prior written consent. The only exception to the exclusive procedure of arbitration is that party may bring in court an action for injunctive relief pending arbitration. Each party consents to personal jurisdiction and venue in the state or federal courts in Palm Beach County, Florida, which shall be the exclusive venue for any court action between the parties.

FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL ENTRANT/WINNERS BE PERMITTED TO OBTAIN AWARDS FOR AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE; INCIDENTAL; OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, AND ENTRANT/WINNERS FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.

**10. Data Collection:** Sponsor may collect personal information from participants when they enter the Promotion (and for when they may be deemed a winner of the Promotion) for use in administration of the Promotion. The information collected is subject to the Privacy Policy located at <https://www.thepalmbeaches.com/privacy-policy>.

**11. Winners' List:** For the first name and last name initial of the Prize winners, available for a period of at least thirty (30) days after selection thereof, send a self-addressed stamped envelope to: Discover The Palm Beaches, c/o Wish You Were Here Giveaway, 2195 Southern Blvd., Suite 400, West Palm Beach, FL 33406.

**12. Sponsor/Administrator:** Sponsor of the Promotion is Discover The Palm Beaches, 2195 Southern Blvd., Suite 400, West Palm Beach, FL 33406.

This Promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter, or Instagram. You understand that you are providing your information to the Sponsor, and not to Facebook, Twitter, or Instagram.