

CAMPSPOT "2023 AWARDS" GIVEAWAY OFFICIAL RULES

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

- 1. SPONSOR:** This Campspot "2023 AWARDS" Giveaway ("**Sweepstakes**") is sponsored by RezPlot Systems, LLC d/b/a Campspot, 38 Commerce Ave. SW, Suite 200, Grand Rapids, MI 49503 ("**Sponsor**").
- 2. WHO IS ELIGIBLE:** The Sweepstakes is only open to those who submit a vote for Best Campground in America at campspot.com/about/campspot-awards and are at least eighteen (18) years of age at the time of entry and the age of majority in their jurisdiction of residence at the time of entry. The Sweepstakes is open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, excluding residents of Puerto Rico, all U.S. territories and possessions, and all overseas military installations, and is void where prohibited by law. Employees, independent contractors, interns, officers, directors, and agents of the Sponsor, their respective affiliates, subsidiaries, advertising and promotion agencies and suppliers (collectively, the "**Sweepstakes Entities**") and their immediate family members and/or those living in the same household (whether legally related or not) are not eligible to participate in the Sweepstakes. For the purpose of the Sweepstakes, family members are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Limit one (1) eligible entry per person during the Entry Period (defined below). Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive, or otherwise not in compliance with the Official Rules (defined below) may be disqualified from the Sweepstakes at the Sponsor's sole and absolute discretion. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to the Sponsor's satisfaction, the affected entry will be deemed ineligible. Illegible and/or incomplete entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
- 3. ENTRY PERIOD:** The Sweepstakes begins on January 24, 2023 at 12:00 AM EST and ends on February 10, 2023 at 12:00 AM EST (the "**Entry Period**"). Entries submitted before or after the Entry Period will not be eligible.
- 4. HOW TO ENTER:** To enter to win the prize, submit your vote for the Best Campground in America provided at campspot.com/about/campspot-awards. The entry must fulfill all requirements of the Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor. Entrants must provide the information requested. Entrants may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If an entrant uses fraudulent methods or otherwise attempts to circumvent the rules of the Sweepstakes, the submission may be disqualified at the sole discretion of the Sponsor.
- 5. WINNER SELECTION/NOTIFICATION:** The winner of the prize will be selected by random draw under the supervision of the Sponsor. The winner will be notified via email within seven (7) days of the winner selection. The Sponsor shall have no liability for a winner's failure to receive notices due to spam, junk email or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information. In addition, no liability is assumed for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If a winner cannot be contacted, is ineligible, fails to claim the prize within fourteen (14) days from the time award notification was sent, or fails to timely return a completed and executed affidavit of acceptance, eligibility, liability, and release (where legal), as well as a W-9 form, as required, within thirty (30) days from the time of award notification, the prize may be forfeited and an alternate winner selected. **Receipt of the prize offered in this Sweepstakes by a winner is conditioned upon compliance with any and all federal, state, and local laws and regulations.** Any violation of these Official Rules by a winner at the Sponsor's sole discretion will result in the winner's disqualification as winner, and all privileges as winner will immediately be terminated.
- 6. PRIZE:** The winner of the Sweepstakes will receive the following prize:
 - One (1) winner will receive up to \$300 in reimbursement from Campspot at each of the 10 campgrounds receiving the most votes in the Best Campgrounds in America category in the 2023 Campspot Awards.

Exact campgrounds will be announced after the voting period is over. Maximum reimbursement value of \$3,000.

Actual/appraised value of prizes may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor and/or the prize provider. No cash or other prize substitution shall be permitted except at the Sponsor's discretion. The prize is non-transferable, with no cash redemption, equivalents, or substitutions except at the Sponsor's sole and absolute discretion. Any dispute as to the correct person to receive the prize will be decided by the Sponsor at its sole discretion. The winner is responsible for all costs and expenses not set forth herein, as well as any federal, state, and/or local taxes imposed as a result of acceptance of the prize. The Sponsor and/or prize provider will issue an IRS Form 1099 tax form in the amount of the prize retail value as stated herein if the winner receives a prize with retail value of \$600 or more.

7. **BINDING AGREEMENT:** In order to participate in the Sweepstakes or to win a prize, entrants must agree to these Official Rules ("**Official Rules**"). Because these Official Rules form a legally binding agreement with respect to the Sweepstakes, please read them carefully. If entrant does not agree to the Official Rules, entrant is not eligible to participate in the Sweepstakes or to win a prize. Each entrant agrees that their registration as an individual participant under the Sweepstakes constitutes their agreement to these Official Rules, and each entrant represents and warrants that they meet the eligibility requirements. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. The Sponsor reserves the right to permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules. Entrants should look solely to the Sponsor with any questions, comments or issues related to the Sweepstakes.
8. **ODDS:** Odds of winning a prize depend upon the total number of eligible entries received.
9. **WINNERS LIST:** To request a copy of the winners list, please contact the Sponsor. Requests must be sent within four (4) weeks of the end of the Entry Period.
10. **GENERAL CONDITIONS:** The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such cases, the Sponsor may select winner(s) from eligible entries received before and/or after the action taken by the Sponsor if appropriate. The 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 Sweepstakes or website or violates these Official Rules. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
11. **INDEMNIFICATION / RELEASE OF LIABILITY:** By entering into and participating in the Sweepstakes, each entrant agrees to release, discharge, indemnify, and hold harmless the Sweepstakes Entities from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to: (i) entrant's participation in the Sweepstakes; (ii) entrant's acceptance, use or misuse of a prize (including, without limitation, any liability, illness, loss, damage, personal injury, death, litigation or claim that may occur, directly or indirectly, whether caused by negligence or not); (iii) unauthorized human intervention in any part of the Sweepstakes; (iv) electronic or human error in the administration of the Sweepstakes or the processing of entries; (v) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (vi) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vii) printing errors; and/or (viii) lost, late, misdirected, or undeliverable mail. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of a prize.

Under no circumstances shall entrant be permitted to obtain awards for, and entrant hereby waives all rights to, punitive, incidental, and/or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e., costs associated with entering the Sweepstakes). Entrant further waives all rights to have damages multiplied or increased. Because some states do not allow the exclusion and/or limitation of liability for consequential or incidental damages, in such states, the Sponsor's liability is limited to the maximum extent permitted by law.

12. **NO WARRANTY:** ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
13. **GOVERNING LAW:** The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of laws. All disputes shall be resolved exclusively in the state or federal courts in the State of Michigan, and entrant expressly consents to the jurisdiction of said courts and waives any objection thereto. All applicable federal, state and local laws and regulations apply. By participating in this Sweepstakes, entrant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action.
14. **ADDITIONAL RULES:** Entry data that has been tampered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to entrant's or any other person's mobile device or computer related to or resulting from participating in the Sweepstakes. The date and time of entry receipt shall be determined by the official clock on the Sponsor's website. Submitted materials become the sole property of Sponsor and will not be acknowledged or returned. Sponsor reserves the right to suspend, modify or terminate the Sweepstakes if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If the Sweepstakes is terminated before the end date, Sponsor will determine the winners from all eligible entries received as of the termination date.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Sponsor's website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Sponsor's sole discretion. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained here.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW.

15. **RIGHTS GRANTED BY THE ENTRANT:** By entering this Sweepstakes, entrant understands and agrees that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, their entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this Sweepstakes, entrant represents and warrants that their entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If the entry infringes upon the intellectual property right of another, entrant will be disqualified at the sole discretion of the Sponsor. If the content of the entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, entrant shall, at their sole expense, defend or settle against such claims. Entrant shall indemnify, defend, and hold harmless the Sweepstakes Entities from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which a Sweepstakes Entity may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
16. **PRIVACY AND PUBLICITY:** Personal information submitted by entrants in connection with the Sweepstakes will be collected, used and disclosed only for the purpose of administering the Sweepstakes, prize fulfillment, or as entrants otherwise expressly consent to or as required by law. Personal information may be stored on servers in the United States and/or Canada and therefore may be subject to the laws and authority of other jurisdictions. By

entering the Sweepstakes, entrant consents to such collection, use and disclosure. Any information entrants submit is subject to the Sponsor's privacy policy available at: <https://www.campspot.com/privacy-policy>.

17. **OPT-OUT FROM SWEEPSTAKES:** After completing the entry steps, entrants that wish to be removed from the Sweepstakes entry list and decline the chance to win a prize can email support@campspot.com and include: "Campspot 2023 Awards" in the subject line along with their first and last names and email address in the body of the email.

18. **NO ENDORSEMENT:** This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, Google or any other social networks that are used to share the Sweepstakes. Entrant understands that entrant is providing their information to the Sponsor and administrator of this Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, Google or any other social network.

20. **ACCEPTANCE OF RULES:** By participating in the Sweepstakes, entrant has affirmatively reviewed, accepted, and agreed to all of the Official Rules.