## OFFICIAL CONTEST RULES INNSBROOK WEEKEND GIVEAWAY

I. ELIGIBILITY: **NO PURCHASE IS NECESSARY TO ENTER**; contest is open to legal residents of any one (1) of the forty-eight (48) contiguous continental United States or the District of Columbia (Excluding Alaska, Hawaii, Puerto Rico, all U.S. territories and possessions and overseas U.S. military installations) who are <u>eighteen</u> (18) <u>years old</u> and over. Employees and families of Innsbrook Corporation and its affiliates are not eligible to win.

II. GENERAL PRIZE INFORMATION: One winner will be chosen. Prize winners must present valid identification and proof of age to claim prize. Winner is subject to state, local, and federal taxes where applicable. If for any reason the winner is unable to utilize the prize on the dates given, subsequent draws will be made until a qualified winner is drawn. Prize is non-transferable, and no substitute prizes will be awarded under any circumstances. Prize may not be substituted or redeemed for cash. Prize must be claimed within four (4) days of winner notification. The winner must call 636-928-3366 ext. 214 to claim the prize. In the event of any disagreement regarding contestants, winners or qualification of winners, or adequacy or value of the prize, the decision of Innsbrook Corporation shall remain final. Prize winner must sign hold harmless and indemnity agreement, agreeing to hold Innsbrook Corporation, and the officers, shareholders, directors, employees, agents, and representatives of each of them harmless against any and all claims of liability arising directly or indirectly from the prize or contest. Void where prohibited.

III. RELEASE: By entering a contest on the Innsbrook Corporation website, each participant in the contest, including all winners, acknowledge, <u>authorize and give permission to the Innsbrook</u>

Corporation, its agents, employees and corporate owners, their sponsors and corporate sponsors, their <u>successors</u>, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without <u>compensation</u>, any photographs, videotapes, audiotapes, or other recordings that arise out of, either directly or incidentally, the weekend giveaway contest.

IV. SPECIFIC CONTEST INFORMATION: The decision of Innsbrook Corporation with regard to rules, specifications, qualifiers, winners, and prizes, is final. Contestants log on to <a href="http://www.innsbrook-resort.com/weekend-giveaway/">http://www.innsbrook-resort.com/weekend-giveaway/</a>, beginning 3/25/14 through 4/30/14. The prize is a Weekend Getaway for two adults (three children maximum) at Innsbrook Resort. The getaway includes two (2) nights - 3 day accommodations in a private resort A-frame chalet and one (1) round of golf with cart for two at Innsbrook Resort. Sweepstakes is subject to availability and blackout dates. Prize must be used by December 31, 2014. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, surcharges, taxes (if not included above) or other expenses are the sole responsibility of the winner. Travel companions must execute liability/publicity releases prior to issuance of travel documents.

ODDS: The odds of being randomly selected to win a Prize depend on the total number of eligible entries received during Contest Period.

V. VERIFICATION OF POTENTIAL WINNER: Potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners may be required to provide the Innsbrook Corporation with documentation that shows he or she was an eligible participant. The potential winner will be required to sign and return to The Innsbrook Corporation, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release & Hold-Harmless Agreement (except where prohibited), and a completed Form W-9 to Innsbrook Corporation in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return an affidavit of eligibility and liability/publicity release, Hold-Harmless Agreement and Form W-9 within the required time period (if applicable), or the prize or prize notification is returned undeliverable, potential winner forfeits prize and an alternate winner will be selected.

VI. ENTRY CONDITIONS AND RELEASE: By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions the Innsbrook Corporation which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Innsbrook Corporation and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Weekend Giveaway Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Weekend Giveaway Promotion, acceptance or use or misuse of the prize(s) (including any travel or activity related thereto\_ and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsors from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Weekend Giveaway Sweepstakes and Promotion and/or entrant's acceptance, use or misuse of prize(s).

VII. GENERAL CONDITIONS. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. 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 registrant or player. 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. Potential winners may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of the Innsbrook Corporation and will not be returned. The Innsbrook Corporation, including any and all agents, employees, or related entity of the same reserves the right to contact entrants and all other individuals whose email address is submitted as part of this Promotion. The Innsbrook Corporation reserves the right to cancel, suspend and/or modify the Promotion, or any part thereof, if any fraud, technical failures, or any other factor beyond The Innsbrook Corporation's reasonable control impairs

the integrity or proper functioning of the Weekend Giveaway, as determined by the Innsbrook Corporation in its sole discretion. Any attempt by any person to undermine the legitimate operation of the Weekend Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, The Innsbrook Corporation reserves the right to seek damages from any such person to the fullest extent permitted by law. The Innsbrook Corporation's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

VIII. 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 by the Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in party, from entrant's participation in the Promotion or receipt or use or misuse of any prize(s). 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 Weekend Giveaway Sweepstakes.

IX. DISPUTE RESOLUTION. Each participant expressly agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Weekend Giveaway, or any prize(s) that may be awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Missouri; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Weekend Giveaway Sweepstakes, but in no event attorney's fees; and (3) under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues concerning or arising out of this Weekend Giveaway Sweepstakes shall be governed by the laws of the State of Missouri without giving effect to any choice of law or conflict of law provisions that would cause the application of the laws of any other jurisdiction other than the State of Missouri.

X. These are the official contest rules of the Innsbrook Weekend Giveaway. These rules may be subject to change without notice.

For a free copy of these rules, or a list of winners, send a self-addressed, stamped envelope to: Innsbrook Corporation
Weekend Giveaway Contest Rules
1 Aspen Circle
Innsbrook, MO 63390