

“Bridge Day Tandem Jump” 2023 Contest
OFFICIAL RULES

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM, INCLUDING WITHOUT LIMITATION X (FORMALLY TWITTER), FACEBOOK OR INSTAGRAM FROM META (“SOCIAL MEDIA PLATFORM(S)”).

The “Bridge Day Tandem Jump” 2023 Contest (the “Contest”) is intended for legal residents of the United States of America (“USA”) or Canada and shall only be construed and evaluated according to USA law, Canadian law, and applicable state/province law. Do not enter this Contest if you are not a resident of the USA or Canada or otherwise ineligible in accordance with these Official Rules at the time of entry.

SPONSOR/ADMINISTRATOR: The Contest is sponsored by West Virginia Department of Tourism, 1900 Kanawha Blvd E, Charleston, WV 25305 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402, Rochester, NY 14614 (the “Administrator”).

ELIGIBILITY: The Contest is open to legal residents of the USA or Canada who are at least eighteen (18) years of age at the time of entry (the “Entrants”). The Sponsor, BVK the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively with the Social Media Platforms, the “Released Parties”), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Contest. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Winner (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Winning the Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

TIMING: The Submission Period of the Contest will begin at 8:00:01 am ET on September 5, 2023, and end at 11:59:59 pm ET on September 30, 2023 (“Submission Period”). The Judging Period of the Contest will begin at 12:00:01 am and end at or about 11:59:59 am ET on October 6, 2023 (“Judging Period”). The Sponsor’s database clock is the official time-keeping device for the Contest.

HOW TO ENTER: During the Submission Period, Entrants can be entered into the Contest by visiting the Sponsor’s Contest website, <https://wvtourism.com/contest/> (the “Website”). At the Website, Entrants will be asked to complete the Contest registration form requesting the Entrant’s full name, complete mailing address, phone number, email address, and complete a brief survey questionnaire (survey to be featured on Website). While there will be an option to add in social media handles (Instagram, Facebook, X) it is not a requirement of entry. By completing the Contest registration form as described above, as well as completing the survey questionnaire, an Entrant will receive one (1) Contest entry. **LIMIT ONE (1) ENTRY PER ENTRANT.**

All entries need to be submitted using the English language only. The Entrant is responsible for all costs associated with entry. In the event that more than one of exactly the same answers to the survey questions is submitted, only the first submission received shall be accepted. All information submitted by Entrants will be treated according to Sponsor’s Privacy Policy, available at <https://commerce.wv.gov/privacy-policy/>. By participating in the Contest and providing any personal contact information, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s Privacy Policy.

ENTRY REQUIREMENTS/RESTRICTIONS: In order to be eligible, entries must actually be received by Sponsor during the Submission Period. Entries received by Sponsor before the start of the Submission Period or after the end of the Submission Period will be discarded and deemed VOID. Those who do not follow all of the instructions or do not abide by these Official Rules or other instructions of Sponsor will be disqualified.

Entrants represent and warrant that their submitted entry is the original work of the Entrant, has not been previously published, has not won previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity and must have been created in a legal and safe manner. If the entry contains any material or elements that are not owned by the Entrant or provided by the Sponsor, and/or are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official

Rules, including, without limitation, name and likeness releases for any person who appears in or is identifiable in the entry (collectively, the “Clearances”).

By submitting an entry, an Entrant warrants and represents that he/she/they consent(s) to the submission and use of the entry in the Contest. By submitting an entry, each Entrant: 1) irrevocably grants Sponsor a perpetual, royalty-free, worldwide, non-exclusive license throughout the world to use, re-use, copy, publish, republish in whole or in part, edit, add to, modify, and rearrange the entry in whatever media, including, without limitation, to edit, rearrange, and/or copy the entry for use in the Contest of Sponsor's products and services, without further permission, consideration or payment to the Entrant, except where prohibited; 2) warrants and represents that the Entry is entirely the original creation/work of the Entrant and that use of the Entry as described herein will not violate any law or infringe upon the rights, title, claim or interest of any third party; and 3) certify that Entrant is the creator and sole copyright owner of the Entry.

Entries may not contain any image or depiction of the following: (i) materials which include or constitute trademarks, trade names or copyrighted works created or owned by any person or entity other than Entrant or for which the Entrant has not obtained owner's written permission to use (Sponsor's discretion; does not apply to Sponsor's name or products); (ii) materials bearing profanities, or bearing the name or likeness of any celebrity, living or dead; (iii) materials which contain visible identifiable or potentially identifiable information, including but not limited to, phone numbers, website links, street addresses, email addresses or license plate numbers; (iv) inappropriate behavior for a general audience; (v) any depiction of real or simulated sexual acts; (vi) violence in any form; (vii) materials which violate anyone's reasonable privacy expectations, violate any known agreement, or which are defamatory in nature; (viii) materials which are derogatory to Sponsor, or any affiliated entity or person; (ix) materials which are discriminatory based on race, religion, national origin, physical disability, age, sex, or sexual orientation or preference; (x) materials in which any person identifiably appears unless Entrant has obtained an appropriate written release from such person granting all rights required herein; and, (xi) materials which do not comply with all other requirements in these Official Rules; (xii) materials which depict minor children who are less than eighteen (18) years at the time of entry. Entries that do not conform to these guidelines will be disqualified. Sponsor reserves the right to reject or disqualify any entry which Sponsor, in its sole and absolute discretion, determines to be inconsistent with the letter or spirit of the Official Rules or potentially damaging to its, the Contest's, or another's image or reputation.

GENERAL CONDITIONS: If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to: (a)

infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to (i) disqualify any individual who tampers with the entry process, and/or (ii) cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Contest; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; or (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt of the Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or

technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Except as expressly provided above, IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Contest is canceled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR PROVINCE OR TERRITORY OF THE USA OR CANADA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

WINNER DETERMINATION/NOTIFICATION: During the Judging Period, each entry will be reviewed by a qualified judge or panel of judges appointed by the Sponsor. Each entry will be judged based on the clear relationship between the submission and the following criteria:

- 50% – Creativity of answers to survey questions
- 50% – Brand Awareness displayed in answers to survey questions

One (1) potential Grand Prize Winner will be selected based on the judge's scoring. All decisions of the Sponsor (and appointed judge(s)) are final and binding. The potential Winner will each be contacted by the Sponsor (or Administrator) via phone and/or email.

GRAND PRIZE: There will be up to **one (1) Grand Prize** available. The **Grand Prize Winner** ("Winner"), upon the Administrator's confirmation of eligibility, will receive a 4-day/ 3-night trip for two (2) people to West Virginia (the "Location") ("Grand Prize" or "Prize"). The Grand Prize package includes:

- Two (2) roundtrip standard economy airfare tickets from a major commercial airport in the USA or Canada, near the Winner's primary residence and the Location, as determined by Sponsor (Sponsor reserves the right to substitute ground transportation for air transportation if Winner resides within 200 miles of the Location). Travel to be booked by Sponsor on behalf of Winner.

- Car Rental while in the Location

- Three (3) nights single (double-occupancy) accommodations for two (2) people at a hotel, cabin, or other similar accommodations to be determined by the Sponsor (room and tax only). Accommodations to be booked by Sponsor on behalf of Winner.

- One (1) \$600 prepaid gift card for meals or other travel expenses.

- The option to do a tandem jump during the 2023 Bridge Day Event. *NOTE: FOR SAFETY REASONS, ONLY THOSE WHO WEIGH ONE HUNDRED SEVENTY POUNDS (170 lbs) OR LESS WILL BE GIVEN THE OPTION TO PERFORM THE TANDEM JUMP.*

The Approximate Retail Value ("ARV") of the total Grand Prize package is \$5,100, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If

the actual value of a Prize is lower than the stated ARV when a Prize is procured and fulfilled, then the difference will not be awarded. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner and/or traveling companion. The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or personal property. Travel, hotel, and other accommodations are subject to availability. The Grand Prize Winner and their traveling companion must travel on same itinerary. The Prize trip must be fully executed between October 19-22, 2023. If a selected Winner cannot travel during the aforementioned dates, the Prize will be forfeited, and an alternate Winner may be selected time-permitting. All travel dates are subject to change in the Sponsor's sole discretion. Certain blackout dates and material restrictions may apply. **NOTE: Substitution, assignment or transfer of the Prize is not permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of equal or greater value.**

PRIZE CONDITIONS: By accepting the Prize, the Prize Winner agrees to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any component in the Prize.

The Prize winner and the Prize Winner's traveling companion must attend the mandatory jumper logistics meetings on Friday, October 20, 2023 if either elects to participate in the tandem jump at the 2023 bridge day event. More information about the mandatory jumper logistics meeting will be provided to the winner upon confirmation of eligibility.

The potential Winner must sign and return to the Administrator, within forty-eight (48) hours of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if USA resident) or a Declaration of Compliance (if Canadian resident) in order to claim his/her Prize. In addition, the Prize Winner's traveling companion will be required to complete and return a Travel Companion Waiver within the same time deadline (listed above). **Note: The Affidavit sent to a USA potential Prize Winner will require that the winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.**

The Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Prize Winner must note that the value of the accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Prize Winner for the value of

the Prize (applicable to USA Prize Winner only). The Prize Winner is solely responsible for all matters relating to the prize after it is awarded. In addition, it is the responsibility of the Prize Winner and their traveling companion to obtain or maintain a valid passport for international travel. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential Prize Winner, if a potential Prize Winner cannot be reached or does not reply as instructed within twenty-four (24) hours from the first notification attempt, or if a potential Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Prize Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Prize Winner may be selected (time-permitting).

Should a selected Winner be a Canadian citizen, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail or telephone. If the selected Entrant fails to correctly answer the question, he/she will be disqualified, and another Entrant will be selected (time-permitting). The potential Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors' discretion using the contact information provided at the time of entry. If the potential Winner is determined to be less than the age of majority in his/her province of residence, then the potential Winner will be disqualified and an alternate Winner will be selected in their place (time-permitting).

By accepting the Grand Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. The Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the state of West Virginia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Contest, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a court

within the state of West Virginia; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she/they waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Contest and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrants, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the first name, last initial, city, and state of the Winner, please send a self-addressed, stamped business size envelope, by November 30, 2023, to: ASC/BVK WVDT Bridge Day Contest Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.
