

## **TRAVEL OREGON**

### ***“Oregon’s Magic Coast Getaway” Sweepstakes***

#### **OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**SPONSOR/ADMINISTRATOR:** The “Oregon’s Magic Coast Getaway” Sweepstakes (the “Sweepstakes”) is sponsored and administered by The Oregon Tourism Commission (dba Travel Oregon), 319 SW Washington Street, Suite 700 | Portland, OR 97204 (the “Sponsor”).

**ELIGIBILITY:** The Sweepstakes is open and offered only to legal residents of the United States and Canada (except Puerto Rico and Quebec and where prohibited by law), who are 21 years of age or older at the time of entry. Employees of Sponsor, and its affiliates and subsidiaries, and their immediate family members (spouse, parent, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such individuals, whether or not related, are not eligible to enter the Sweepstakes or win a prize. **THE SWEEPSTAKES IS VOID IN PUERTO RICO, QUEBEC AND EVERYWHERE OUTSIDE OF THE UNITED STATES, CANADA, AND WHERE PROHIBITED.**

**AGREEMENT TO OFFICIAL RULES:** By participating, Entrants (the “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 Sweepstakes. Winning the Grand Prize (prizes defined below) is contingent upon fulfilling all requirements set forth herein.

**ONE WAY TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Pacific Daylight Time (“PDT”) on May 24, 2019 and ends at 11:59:59 p.m. PDT on June 10, 2019 (“Sweepstakes Period”). Facebook, Inc.’s computer is the official time-keeping device for the Sweepstakes. Eligible Entrants can enter the Sweepstakes through the one (1) method of entry:

During the Sweepstakes Period, to enter, visit [www.traveloregon.com/springsweeps](http://www.traveloregon.com/springsweeps) and complete and submit the entry form. All entries must be received by 11:59 p.m. PT on June 10, 2019 to be eligible for the drawing. Limit one (1) entry per person/email address for the entire Sweepstakes Period. Multiple entries from any person or email address will be void. Entries generated by script, macro or other automated means or by any means that subvert the entry process, as determined in the sole discretion of Sponsor, are void. All entries become of the property of Sponsor.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes 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 tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor’s Website; or 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 SWEEPSTAKES 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 e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor and their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, all prize providers, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Sweepstakes or receipt of any prize. 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 on-line systems, servers, or providers, computer equipment, software, failure of any e-mail 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 Sweepstakes or downloading any materials in this Sweepstakes. 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 Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** The potential Grand Prize Winner will be selected in a random drawing from among all eligible entries received by the Sponsor whose decisions are final and binding. The Grand Prize drawing will be conducted, by the Sponsor, on or about June 30, 2019. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Grand Prize Winner will be contacted by the Sponsor via email, as further described below in "ADDITIONAL PRIZE CONSIDERATIONS."

**GRAND PRIZE:** There will be **one (1) Grand Prize** awarded following the conclusion of the Sweepstakes Period. The Grand Prize Winner ("Grand Prize Winner" or "Prize Winner" or "Winner"), upon the Sponsor's confirmation of eligibility, will receive a 4 day/ 3 night trip for two people to Oregon (the "Location"). The Grand Prize package includes:

## 1) LODGING

- a. 3 nights lodging at Headlands Coastal Lodge & Spa Pacific City, Oregon (\$1341)\*
- b. 1 gift certificate to The Lodge at Headlands Coastal Lodge & Spa Pacific City, Oregon (\$600)\*\*

*\*No expiration date. Subject to availability. Restrictions may apply. Not able to combine with any other packages or promotions. Dogs are welcome in dog friendly rooms only, for an extra \$35/fee*

*\*\*May be used at the Lodge, Spa, Meridian Restaurant or gift shop/pantry*

- 2) **AIRFARE** - Two (2) roundtrip coach class airfare tickets, to be purchased by Sponsor in an amount not to exceed \$2,000, between a major commercial airport near the Winner's primary residence and the Location, as determined by Sponsor. Should the total cost of airfare for the Winner and travel guest exceed \$2,000, the Winner will be responsible for the additional travel costs exceeding the \$2,000 airfare limit. The Sponsor shall not be liable for any loss or damage to baggage or personal property. *Travel Valid June 30, 2019- June 30, 2020. Mileage Plan Miles cannot be earned or credited. Stopovers and connections are also allowed (subject to fare rules). Once Sponsor purchases the tickets for the Winner, routing and name changes are not allowed. Standard baggage fees apply; see checked baggage policy and flight schedules at for more details. Individual travel taxes may apply. Blackout dates may apply. The Grand Prize Winner and travel guest are solely responsible for all expenses involved in getting to a departure airport.*

- 3) **GEAR** – One (1) \$500.00 Gift card redeemable at Rumpl.com

The Approximate Retail Value (“ARV”) of the total prize package is \$4,441.

The Approximate Retail Value (“ARV”) of the total prize package is \$4,441. 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 Winner and traveling companion. Winner must work directly with Sponsor to book trip at least 4-6 weeks in advance. 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. If actual value of prize package is lower than the stated ARV when prize is procured and fulfilled, then the difference will not be awarded. The Winner's travel companion must be 21 years of age or older. The Winner and traveling companion must travel on same itinerary. Hotel accommodations are subject to availability. No substitution or transfer of prize(s) will be permitted. The Sponsor reserves the right at its sole discretion to substitute the prize (or any prize component) with another prize of equal or greater value.

**ADDITIONAL PRIZE CONDITIONS:** By accepting the Grand Prize, the 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 Sweepstakes or receipt or use of the prize in question. The potential Grand Prize Winner will be notified by email and must sign and return to the Administrator, within ten (10) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if U.S. resident) or a Declaration of Compliance (if Canadian resident) in order to claim his/her prize. **Note: The Affidavit sent to a US potential Winner will require that the Winner provide his/her Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** All Prize Winners will be responsible for all local, state, and federal taxes associated with the receipt of the prize. The Grand Prize Winner's travel companion must also execute and return a Travel Companion Waiver prior to travel. The 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 Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded (applicable if and only if the confirmed Winner is a U.S. resident). If a prize or prize notification is returned as unclaimed or undeliverable to the potential Grand Prize Winner, if the potential Winner cannot be reached within three (3) business days from the first notification attempt, or if the potential Winner fails to return requisite document(s) within the specified time period, or if the potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected.

Should the selected Grand Prize 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 randomly selected. A potential Grand Prize Winner who correctly answers the skill-testing question will be notified by 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. Appropriate CRA forms will be submitted in the name of the Winner for the value of the prize and the Winner is solely responsible for all matters relating to the prize after it is awarded (applicable if and only if the confirmed Winner is a Canada resident)

**MISCELLANEOUS:** By accepting the Grand Prize, where permitted by law, the Grand Prize 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 the Winner's full name, portrait, picture, voice, likeness and biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

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 SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

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 and CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize 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.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://traveloregon.com/legal/#privacy>. By participating in the Sweepstakes and providing any personal 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.

**Notice to individuals; removal from mailing list.** Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Sponsor to mail contests or

Sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to: "Oregon's Magic Coast Sweepstakes", c/o Travel Oregon, 319 SW Washington St, Suite 700 | Portland, OR 97203. This notification system may be used to prohibit mailing of all skill contests or Sweepstakes by Sponsor to such individual.

**DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants' and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Oregon, 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 Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding in which Sponsor is a party shall take place in Marion County Circuit Court in the State of Oregon; (iii) 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 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 waives any right to seek injunctive or equitable relief. 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.

**WINNERS LIST REQUEST:** To request confirmation of the name, city and state of residence of the Grand Prize Winner please send a self-addressed, stamped business size envelope, by August 31, 2019, to: Christina Tuchman/Travel Oregon "Oregon's Magic Coast Getaway" Sweepstakes Winners List Request, 319 SW Washington St. Suite 700, Portland, OR 97204.

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