

## PIGEON FORGE WINTERFEST GIVEAWAY OFFICIAL RULES

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

PLEASE NOTE THAT SECTION 11 OF THESE RULES INCLUDE A WAIVER OF YOUR CLASS-ACTION RIGHTS.

1. Eligibility: This Pigeon Forge Winterfest Giveaway (the “**Campaign**”) is open only to those who sign up at <https://www.mypigeonforge.com/holiday-giveaway> and who are 18 years or older as of the date of entry. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of Orange142, LLC (“**Administrator**”) and the Pigeon Forge Department of Tourism (“**Sponsor**”), their affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “**Employees**”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“**You**”) agree to be fully and unconditionally bound by these rules (the “**Rules**”), and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Administrator and Sponsor as final and binding as it relates to the management of this Campaign.

3. Campaign Period: Entries will be accepted online starting on December 11, 2023, 12PM CT and ending December 31, 2023, 11:59PM CT. All online entries must be received by December 31, 2023, 11:59PM CT.

4. How to Enter: Entries for the Campaign must be submitted in the manner described at <https://www.mypigeonforge.com/holiday-giveaway>. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the Rules or other specifications may be disqualified at the sole discretion of Administrator. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Administrator.

5. Prizes: The winner(s) of the Campaign (the “**Winner(s)**”) will receive a Pigeon Forge Winterfest gift. Approximate Prize value is \$20. Actual/appraised value may differ at time of prize award. Gifts will be assigned to Winners at random. Winners are not permitted to choose the gift. The specifics of the prize shall be solely determined by Administrator. No cash or other prize substitution shall be permitted except at Administrator’s sole discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all

federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Administrator to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning the Prize depend on the number of eligible entries received.

7. Prize Winner Selection and Notification: Prize Winners will be selected from the submission pool by an internal Administration Team. Winners will be notified by direct message or email within five (5) days following selection of Winner. Administrator shall have no liability for Winner's failure to receive notices due to spam or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner may be selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE RULES BY WINNER (AT ADMINISTRATOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Campaign, You understand and agree that Administrator, anyone acting on behalf of Administrator, and Administrator's 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, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. Terms & Conditions: Administrator reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Administrator's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, Administrator may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Administrator. Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Administrator has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes 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 Campaign 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 Campaign may be a violation of criminal and civil laws. Should such an attempt be made, the Administrator reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Administrator and Sponsor and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries.

11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES AND TEXAS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, **WITHOUT RESORT TO ANY FORM OF CLASS ACTION**, exclusively before a court located in Austin, Texas having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Administrator website. To read the Administrator Privacy Policy, click [here](#). Information submitted with an entry is also subject to the Privacy Policy stated on the Sponsor website. To read the Sponsor Privacy Policy, click [here](#).

13. Winners List: To obtain a copy of the Grand Prize Winner's name or a copy of these Rules, mail your request along with a stamped, self-addressed envelope to: Administrator 716 Congress Ave, Suite 100, Austin TX, 78701, US. Requests must be received no later than January 30, 2023, 11:59PM CT.

14. Sponsor: The Sponsor of the Campaign is 135 Jake Thomas Rd Pigeon Forge, Tennessee 37863, US.

15. Facebook, Instagram and Crowdriff: The Campaign is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or Crowdriff.