

12 Days of Holiday Giveaways Contest Rules

The below rules, together with the above described rules (collectively, the “Official Contest Rules”), govern the above described contest.

PURCHASE IS NECESSARY TO ENTER THE SWEEPSTAKES. A booking of at least 2 consecutive days between November 1, 2024 and December 31, 2024 will qualify an entrant to participate and have a chance to win the prize announced on the day the booking was made.

By participating in the sweepstakes, each entrant agrees to abide by these Official Sweepstakes Rules (including, without limitation, all eligibility requirements) and acknowledges that the results of the sweepstakes, as determined by Evermore Resort (the “Sponsor”) and its agents in their sole discretion, shall be final in all respects. The sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited by applicable law.

This sweepstakes is in no way sponsored, endorsed or administered by, or associated with any third-party platform. Any questions, comments or complaints regarding the contest should be directed to Sponsor and not to any third-party platforms.

The sweepstakes is open to legal residents of the United States (where not prohibited by law) who are twenty-one (21) years of age or older at the time of entry. Employees and officers of Sponsor or any of its affiliates and any immediate family members (spouses, parents, children, and siblings and their spouses) or members of the same household (whether related or not) of such individuals are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of each entrant.

All sweepstakes entries must be received within the Submission Period in order to be eligible. Sponsor reserves the right to extend or shorten the Submission Period in its sole discretion.

All other costs and expenses which are not specifically mentioned in these Official Sweepstakes Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. Any portion of a prize not accepted by a winner within twenty-four (24) hours of notice will be forfeited. In no event will Sponsor be liable to award more than the number of prizes stated in these Official Sweepstakes Rules.

Odds of winning depend on booking a qualifying reservation during the booking period and following @evermoreresort on Instagram.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of all entrants and Sponsor in connection with the sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules. Any and all disputes, claims and causes of action arising out of or in connection with the

sweepstakes or any prize awarded shall be resolved exclusively in the appropriate federal or state court located in Orange County, Florida and each entrant hereby consents and submits to the personal jurisdiction of such courts. **BY ENTERING THIS SWEEPSTAKES, THE ENTRANT AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.**

Except as determined by Sponsor in its sole discretion, no substitution of any prize is offered, no transfer of any prize to a third party is permitted and no prize may be redeemed for cash value. Any difference between the stated approximate value of any prize and actual value of such prize will not be awarded.

Failure to comply with these Official Sweepstakes Rules may result in disqualification. Sponsor reserves the right, in its sole discretion, to disqualify any individual (i) suspected of tampering with the entry process or the operation of the sweepstakes, (ii) acting in a manner deemed by Sponsor to be in violation of these Official Sweepstakes Rules, or (iii) acting in a manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY AN ENTRANT OR OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A POTENTIAL VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor assumes no responsibility or liability for (i) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (ii) any unauthorized access to or theft, destruction, or alteration of any submission at any point in the operation of the sweepstakes; (iii) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the sweepstakes; (iv) inaccessibility or unavailability of the Internet; or (v) any bodily injury or property damage suffered by an entrant or any other person which may be related to or resulting from any attempt to participate in the sweepstakes. If for any reason, the sweepstakes is not capable of running as planned for any reason, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes, then Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the sweepstakes in whole or in part.

All entrants, as a condition of entry into the sweepstakes, agree that Sponsor, anyone acting on behalf of Sponsor, or any of their respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, an entrant's entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. Further, all entrants, as a

condition of entry into the sweepstakes, agree to release Sponsor from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with (i) accessing the internet; (ii) submitting an entry or otherwise participating in any aspect of the sweepstakes; (iii) the receipt, ownership or use of any prize awarded; (iv) preparing for, participating in, attending or traveling to and/or from any prize-related activity; or (v) any typographical or other error in these Official Sweepstakes Rules or the announcement or offering of any prize. Each winner shall bear the risk of loss to such winner's prize after it has been delivered. By accepting any prize, each winner agrees for himself/herself and for his/her heirs, executors and administrators to release and indemnify and hold Sponsor and its affiliates and their respective officers, directors, employees and representative harmless from any and all liability for any loss, harm, damages, costs or expenses, including, without limitation, property damage, personal injury and/or death, arising out of (i) participating (or attempting to participate) in the sweepstakes; (ii) the acceptance, possession, use or misuse of any prize; (iii) preparing for, participating in and/or traveling to or from any prize related activity; and (iv) any claims based on infringement, rights of publicity, rights of privacy, defamation or prize delivery.

Any canceled reservations will result in forfeiture of any prizes won.

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