

FISH CREEK CIVIC ASSOCIATION

GENERAL RULES FOR SOCIAL MEDIA SWEEPSTAKES NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING

The following rules apply to all sweepstakes (each sweepstakes is a "Promotion"; collectively, the "Promotions") conducted by Fish Creek Civic Association ("Sponsor") and its Affiliates, unless otherwise set forth in specific rules for a certain sweepstake.

1. **ANNOUNCEMENT:** Sponsor will announce each Promotion covered by these rules on one or more social media channels (each an "Announcement"). More than one Announcement may be issued by the Sponsor at any time.

2. **HOW TO ENTER/WHEN TO ENTER:** Participants may enter into a Promotion by using the method(s) described in the Announcement, or as set forth below. Entries will be accepted during the specified time period ("Entry Period") stated in the Announcement. The Announcement will state the criteria for winning, specific restrictions or rules, and/or conditions for entry which may include, without limitation, one or more of the following modes of entry/winning: (a) posting a photo online with designated hashtags; (b) visiting a particular website or social network to tag, comment or share with a friend or by submitting an online entry form; (c) completing an entry form at Sponsor's location; (d) answering survey questions; (e) correctly answering trivia questions; (f) making predictions (guesses) with respect to certain upcoming events; or (g) completing an entry form with the Participant's contact information. In order to be considered valid, an entry must be fully completed according to the Announcement and these rules and received by Sponsor during the Entry Period. Entries become the property of Sponsor and will not be returned or acknowledged. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different e-mail addresses, identities, accounts, or any other method will void that participant's entries and that participant may be disqualified. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Fish Creek Civic Association.

3. **ELIGIBILITY:** Participants must be eighteen (18) years or older at the time of entry and be legal U.S. residents residing in Wisconsin, Minnesota, Michigan or Illinois (the "Eligibility Area"). Notwithstanding the aforementioned, all participants must be at least twenty-one (21) years old on the date of entry to be eligible for Promotions affiliated with an alcoholic beverage in any capacity or that include hotel accommodations and/or travel. Employees of Sponsor and employees of any promotional and advertising agencies affiliated with this company, including, without limitation, the prize fulfiller, and the immediate family members of, and any persons living with, any such employees, are not eligible to enter or to win. Spouses, parents, grandparents, siblings, children, and grandchildren are all included in "immediate family members". All Promotions are void outside of the Eligibility Area and where prohibited by law and are subject to all federal, state, and local laws and regulations. Winning the prize is contingent upon fulfilling all requirements set forth in the Announcement and these rules.

4. **PRIZES:** The number and description of the prizes will be stated in the Announcement. The prize is nontransferable. Any and all prize-related expenses such as transportation, meals, fees, etc., including, without limitation, any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. No substitution of prize or request for the cash equivalent by Winner is permitted, except that Sponsor retains the right to substitute a prize of equal retail value. Additional restrictions may apply. Prize(s) will be mailed/shipped to the winner using a service selected by Sponsor, in its sole discretion. Sponsor is not responsible for ensuring the winner's receipt of any prize after such prize has been placed in transit by Sponsor.

5. **SELECTION OF WINNERS:** Winner will be selected from all eligible entries received, by representatives of the Sponsor, whose decisions are final and binding. Odds of winning depend on total number of eligible entries received. Sponsor has no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect contact information. If Winner cannot be reached, is ineligible, fails to claim the prize within seven (7) days from the time prize notification was sent, fails to timely return a completed declaration and release (if required), or any other non-compliance with the stated rules, the prize may be forfeited.

and an alternate Winner selected. Acceptance of prize grants unconditional permission for Fish Creek Civic Association to use Winner's name, likeness, and entry for purposes of advertising and trade without any further compensation or notification unless prohibited by law. Requests for a winners list will only be accepted after the close of the Entry Period for the specific Promotion. For a copy of the winners list, send a self-addressed, stamped envelope to: Fish Creek Civic Association, PO Box 74, Fish Creek, WI 54212 ATTN: Promotions Department and the name/date of the Promotion.

6. PUBLICITY: By submitting an entry to a Promotion that includes user generated content (e.g., photos, videos, etc.), each participant hereby (a) represents and warrants that such participant has the right and/or permission to submit such entry and all related content, which does not infringe on any third party's intellectual property rights or right of publicity, and (b) grants to Sponsor and its affiliates a royalty-free, non-exclusive, worldwide, license to use the entry, including the image of any individuals appearing in the entry, to promote Sponsor's business in all media. In addition, except where prohibited, participation in the Promotion constitutes each participant's unconditional consent to the Sponsor's use of the participant's name, photograph, and prize details for promotional purposes in any media now known or hereafter developed, without notice, payment or consideration to the participant or any other person.

7. GENERAL CONDITIONS; DISCLAIMERS: Each participant agrees that, by entering a Promotion: (1) he or she will abide by and be bound by these rules in full, without condition; (2) Sponsor has the sole right to decide all matters relating to such Promotion and Sponsor's decisions are final and binding; and (3) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor, including, without limitation, the prize fulfiller, or those affiliated companies, nor any of their representatives (collectively, "Sponsor's Affiliates") are responsible for injuries, death, losses or damages of any kind resulting from Promotion participation or inability to participate; the acceptance, use, misuse, or loss of the prize; or participation in any prize related activity. Neither Sponsor nor Sponsor's Affiliates are responsible for the actions of participants or other individuals in connection with the Promotions. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY PROMOTION IS A VIOLATION OF THESE RULES, AS WELL AS CRIMINAL AND CIVIL LAWS.

8. RELEASE AND INDEMNIFICATION: BY ENTERING A PROMOTION, PARTICIPANTS RELEASE AND HOLD SPONSOR AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM SUCH PROMOTION OR PARTICIPATION IN ANY PROMOTION RELATED ACTIVITY.

9. LIMITATIONS OF LIABILITY: IN NO EVENT WILL SPONSOR AND/OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR CONNECTED IN ANY WAY TO THE SWEEPSTAKES. THE PROMOTIONS, ALL PRIZES, AND ALL MATERIALS PROVIDED IN CONNECTION WITH THE PROMOTIONS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

10. DISPUTES: Any and all disputes, claims and causes of action connected with the Promotions or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Wisconsin State Court located in Door County, Wisconsin.

11. PRIVACY: Information submitted in connection with any Promotion will be treated in accordance with these rules and Sponsor's Privacy Policy. Participant agrees that, by entering a Promotion, Sponsor may share participant's personal information with its Affiliates for the purpose of prize fulfillment if chosen. Additionally, if a participant chooses to opt-in to a specific offer from a participating Affiliate, participant's personal information will be subject to that Affiliate's privacy policy, and such participant agrees to receive email communication from that Affiliate.

12. SEVERABILITY, HEADINGS: If any provision of these rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be severable from these rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these rules solely for convenience, and shall not be deemed to affect in any manner the meaning or intent of these rules.

The Promotions are in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other website. Each participant represents and warrants that he or she is providing his or her information to Sponsor and not to Facebook, Twitter, Instagram, or other website, as applicable.