

GREAT GIVEAWAY SWEEPSTAKES

OFFICIAL RULES:

No purchase necessary to enter or win.

VOID WHERE PROHIBITED BY LAW OR REGULATION. You must be at least (eighteen) 18 years of age or older (or the age of majority in your state whichever is older), a legal resident of, and reside within, the 50 United States and the District of Columbia ("U.S.") at the time of entry to participate in this Sweepstakes ("Entrant").

1. SWEEPSTAKES TIMING:

The Great Giveaway Sweepstakes (the "**Sweepstakes**") begins on Monday, January 13, 2020 at 12:00:00 a.m. Eastern Daylight Time ("**EDT**") and ends on Friday, August 7, 2020 at 11:59:59 p.m. EDT (the "**Sweepstakes Period**"). At the end of the Sweepstakes Period, a random drawing will be conducted from among all eligible entries received to select one (1) prize winner (a "**Winner**") on or about Monday, August 10, 2020 ("**Drawing Date**").

2. ELIGIBILITY:

Employees, officers, and directors of the South Dakota Department of Tourism, 711 E. Wells Ave., Pierre, SD 57501 (the "**Sponsor**") and Lawrence & Schiller (the "**Administrator**"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), immediate family members (as defined by the IRS including spouse, parents, grandparents, siblings, children and grandchildren) and/or people living in the same household (whether or not related) and all other companies associated with the Sponsor and Administrator (collectively, the "**Sweepstakes Entities**") are not eligible to participate in the sweepstakes. All eligibility is subject to all federal, state, and local laws and regulations. Sponsor's database clock will be the timekeeper for this Sweepstakes. This Sweepstakes is void where prohibited by law or regulation.

3. AGREEMENT TO THE RULES:

By participating in this Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator and Sponsor, which are final and binding in all Sweepstakes matters related to the Sweepstakes.

4. HOW TO ENTER:

- A. Visit Travelsouthdakota.com/greatgiveaway, complete the entry form with all required information which includes: your full name, address and valid email address.
- B. Complete your entry by agreeing to the Official Rules and submit your entry. Once you submit your entry you will receive one (1) entry into the Sweepstakes.

LIMIT: One (1) entry per person over the Sweepstakes Period.

USE OF DATA: Sponsor and Administrator will be collecting personal data about the Entrants online, in accordance with Sponsor's privacy policy. Please review Sponsor's privacy policy

<http://sd.gov/privacy.aspx>. By participating in the Sweepstakes, Entrants hereby agree to the collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

NOTE: Entry must be made by the Entrant only. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Administrator, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Administrator's satisfaction, the affected entry will be deemed ineligible.

5. PRIZE/ODDS:

Only the prize listed below will be awarded in this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

One (1) Grand Prize: Winner to receive \$3,000 credit to be applied to the costs of lodging, airfare, activities and attractions booked with Black Hills Central Reservations. Elements included within prize giveaway must be booked by December 31, 2020 at 11:59:59 EDT.

The approximate retail value \$3,000.

The Winner will not receive the difference between the actual and approximate retail value of the prize. Sponsor will not replace any lost, mutilated, or stolen prize. No transfers or substitutions will be made except as provided herein, in the Sponsor's sole discretion. The prize, including any portions thereof, is not redeemable for cash. No cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute a particular prize for one of comparable or greater value if any prize is unavailable, in whole or in part, for any reason.

Winner will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits"), all of which must be received fully-executed within five (5) business days of receipt or such potential prize winner may be disqualified and the alternate Winner will be offered the Prize.

Winner is responsible for any and all local, state and/or federal taxes, and any other costs and expenses not specified herein as being awarded. Trip winner and travel companion (if any) must have valid travel documents (e.g., government issued I.D., passport, etc.) along with any other travel requirements in order to travel by plane (if required) prior to departure, and failure to do so may result in forfeiture of Prize. Winner and his/her travel companion(s) are solely responsible for satisfying all legally required conditions of travel. Winner must have a valid major credit card to check-in to a hotel.

The Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside its control that may cause the cancellation of the prize. The prize restrictions/conditions stated herein are not all-inclusive and the prize described above may be subject to additional restrictions/conditions, which may be stated by Black Hills Central Reservations.

6. WINNER SELECTION AND NOTIFICATION:

A random drawing to be conducted on or about Monday, August 7, 2020 from all eligible entries received throughout the Sweepstakes Period. Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator. Potential prize Winner will be notified within five (5) days of the drawing date by email by the Administrator, using the contact information provided at the time of entry. Sponsor shall have no liability for any potential prize Winner notification that is lost, intercepted or not received by any potential prize Winner for any reason. If, despite reasonable efforts, any potential prize Winner does not respond within forty-eight (48) hours of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prize Winner, such potential prize Winner will forfeit his or her prize and an alternate Winner will be selected in a second random drawing from all eligible entries received. If any potential prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize Winner will be disqualified, and an alternate Winner will be selected.

7. GENERAL PRIZE RESTRICTIONS/CONDITIONS:

Entrants agree that Sweepstakes Entities **(A)** shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or any Sweepstakes related activity, including but not limited to travel related to any prize activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and **(B)** 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, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. PUBLICITY RELEASE:

Except where prohibited by law, acceptance of any prize shall constitute the Winner's agreement and consent to Sponsor and Sponsor's designees to use, without compensation and in any manner the Sponsor deems fit, the Winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes (collectively, the "**Attributes**") for any promotional, advertising or other purposes. Except where prohibited by law, the Winner grants the Sponsor a perpetual, worldwide, royalty-free, license to use the Attributes in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

9. RELEASE OF LIABILITY / CONDITIONS OF PARTICIPATION.

A. TRANSMISSION OF INFORMATION: By entering this Sweepstakes, each Entrant agrees to release and hold harmless the Sweepstakes Entities, and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers,

individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents, and all of their respective parent companies, subsidiaries, affiliates, agents, franchisees, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies, and each such company's officers, directors, employees, and agents (collectively, the **"Released Parties"**). The Entrant agrees and acknowledges that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, production, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prize or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prize; nor (7) loss or damages resulting from an Entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mis-transcribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor or Administrator assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor or Administrator do not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. RESERVATION OF RIGHTS: Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the Winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes, gains unauthorized access to accounts, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's or Administrator's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. RELEASE AND INDEMNITY: By participating, each Entrant agrees to indemnify, release and hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense

whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

10. GOVERNING LAW/JURISDICTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Dakota, without giving effect to any choice of law or conflict of law rules (whether of the State of South Dakota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Dakota. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

11. OFFICIAL RULES:

To obtain a copy of these Official Rules, send a self-addressed stamped envelope to: Lawrence and Shiller, Great Giveaway Sweepstakes "Winner", 3932 S Willow Ave, Sioux Falls, SD 57105. Winners list will be available after 8/10/20. All such requests must be received by 10/15/2020.

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