

## Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.**

### 1. DATES OF PROMOTION

The Contest period ("Contest Period") is from 12:00 a.m. Central Time (CT) on March 1, 2017 ("Sweepstakes Start") to 11:59 p.m. Central Time (CT) on March 31, 2017 ("Sweepstakes End"). Sponsor's computer is the official time keeping device for this Contest.

### 2. ELIGIBILITY

a. This Contest is open only to legal residents residing in the 48 contiguous United States and the District of Columbia who are 21 years of age or older at the time of entry. Void in Alaska, Hawaii, Puerto Rico and other United States Territories and where prohibited by law.

b. Owners and/or employees of AJR Media Group, their licensees, corporate parents, subsidiaries, and affiliates, advertising agencies, participating sponsors/promotional partners, design agencies, and anyone connected with the development, production, execution, or distribution of this Contest, as well as the immediate family members (spouse, parents, siblings and spouse's family members regardless of where they live) of these individuals and household members are not eligible to enter or win (collectively the "Contest Entities").

c. Contest administration, winner selection and verification will be conducted by AJR Media Group ("Sponsor"). No participant or winner shall have the right to contest any decision by Sponsor concerning any aspect of the Contest or interpretation of the Official Contest Rules ("Contest Rules") or the determination as to the qualification of entries. By participating in this Contest, you agree to be bound by these Contest Rules.

d. Contestants are required to provide truthful information. Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will also disqualify and delete any entry received from persons found to be under the age of 21.

e. The Contest is subject to all applicable federal, state, and local laws and regulations. The Contest is void outside the 48 contiguous United States (including the District of Columbia).

f. Winning a prize is contingent upon fulfilling all the requirements set forth in the Contest Rules.

### 3. HOW TO PARTICIPATE

a. The Contest is offered only through the internet on [www.TourTexas.com](http://www.TourTexas.com) (the "Web Site"), and all entrants must be the authorized user of an e-mail address. You must supply an accurate, functioning e-mail address to be eligible to enter the Contest and to be notified in the event of being selected. It is your responsibility to keep your e-mail addresses current. Fill out the on-line entry form completely. Enter your first name and last name, zip code and a valid e-mail address in the on-line entry form. In some instances, Sponsor may require your address, city and state in addition to your first name and last name, zip code and valid e-mail address.

b. Only one (1) internet entry per e-mail address per day is permitted. Entries will be deemed to be made by the "authorized account holder" of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by an internet service provider, on-line provider, or other organization that is responsible by assigning an e-mail address or the domain associated with the submitted e-mail address.

c. Multiple individuals are not permitted to share the same e-mail address. Any attempt by any one or more entrants to obtain more than one entry by using the same e-mail address through any means including, without limitation, multiple/different e-mail addresses, identities, registrations and logins or other methods will void all entries from that e-mail address and that entrant(s) may be disqualified.

d. The Contest Entities are not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological glitches. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which (if received) will be disqualified. All entries become the property of the Sponsor and will not be returned or acknowledged.

#### **4. PRIZES**

- One-Night Stay at the Casa Del Mar Beachfront Suites
- Admission for four to:
  - ❖ 1892 Bishop's Palace
  - ❖ The Grand 1894 Opera House Tour
  - ❖ Great Storm Theater
  - ❖ Harbor Dolphin Tour
  - ❖ Lone Star Flight Museum
  - ❖ Moody Gardens Rainforest Pyramid
  - ❖ 1895 Moody Mansion
  - ❖ Ocean Star Offshore Drilling Rig Museum
  - ❖ 1877 Tall Ship ELISSA
  - ❖ USS STEWART & USS CAVALLA Tour

The winner of this prize is randomly selected and the odds of winning will vary depending upon the number of contestants. Total Approximate Retail Value (ARV) is \$450.00

b. These prize packages are non-transferable and not redeemable for cash. Must be 21 years old to win. Advance reservations may be required.

c. These prize packages are non-transferable and not redeemable for cash. Must be 21 years old to win. Advance reservations required for accommodations and subject to availability (blackout dates apply). Transportation, meals (other than those mentioned above) and gratuities are the sole responsibility of the winner. Certain restrictions may apply.

## **5. WINNER SELECTION**

a. Decisions of Sponsor's management with respect to the Contest are final.

b. The Prize Winners will be chosen in a random drawing. The Prize Winners will be notified via email within ten (10) days after the selection is made.

c. The odds of winning the prize are dependent on the total number of eligible entries received during the Contest Period.

d. The Prize Winners may be required to execute an Affidavit of Eligibility and/or Liability/Publicity Release (except where prohibited) which must be signed, notarized, and returned to Sponsor within seven (14) business days of date of notification or it will be concluded definitively that the prize has been declined and, without further notice, an alternative winner may be selected in a random drawing. Noncompliance with this condition will result in forfeiture of prize. Each Prize Winner may be issued an IRS Form 1099 for the ARV of the Prize.

## **6. GENERAL RULES OF PARTICIPATION**

a. By entering this Contest, participants agree to abide by and be bound by these Contest Rules and the decisions of the Sponsor and waive any right to claim ambiguity in these Contest Rules.

b. Any unclaimed prizes will not be awarded. If prize or prize notification is returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner. All federal, state, and local income taxes on the prize will be the sole responsibility of the winner. No substitutions or cash redemption of prize is allowed. Prize is non-transferable.

c. In case of unavailability of any prize, Sponsor reserves the right to substitute prize of equal or greater value. Participants waive the right to assert as a condition of winning any and all costs of redemption to redeem the prize and any liability, which might arise from redeeming or seeking to redeem the prize.

d. By accepting the prize, winner releases Sponsor, AJR Media Group, their respective advertising, promotion, and provider companies and each of their respective officers, directors, agents and employees, from any and all liabilities with respect to the prize and acknowledge that said parties have neither made nor are in any manner responsible or liable for warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize, including but not limited to, its quality and fitness for a particular purpose.

e. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest should any computer virus or other technical difficulty beyond the control of the Sponsor corrupt the administration, security or proper play of the Contest and randomly award the prize among all eligible entries received prior to action taken by Sponsor. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the process of the entries in this Contest. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature.

f. In the event of a dispute regarding the identity of the person submitting an electronic entry, the entry will be deemed to be submitted by the "authorized account holder," who is the person in whose name the e-mail account is registered, provided that person meets all eligibility criteria set forth in the Eligibility section of the Contest Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process. CAUTION: Any attempt by an entrant to deliberately damage the website or undermine the operation of the contest may be violating criminal and civil laws. If such an attempt is made, Sponsor reserves the right to seek remedies and damages, including attorney's fees, from any such entrant, including criminal prosecution.

## **7. CONDITIONS**

a. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of Sponsor's website or is otherwise in violation of these Contest Rules. It further reserves the right to cancel, terminate or modify this Contest if the Contest is not capable of completion as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort.

b. Sponsor reserves the right to make changes in the rules of the Contest, including the substitution of a prize of equivalent value, which will become effective upon announcement. Due to circumstances beyond the control of Sponsor, this Contest may be delayed, rescheduled, postponed, cancelled or terminated. Sponsor reserves the right, but not the obligation, to cancel or modify the Contest and

shall not be required to award a substitute prize.

c. Failure to comply with these Contest Rules may result in an entrant's disqualification, solely at the discretion of Sponsor.

d. Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the contest, or in the announcement of the prize.

e. This offer may not be reproduced, reprinted or published elsewhere without the written permission of Sponsor.

## **8. RELEASE**

a. By participating in this Contest, each entrant irrevocably and unconditionally releases, discharges, indemnifies, and holds harmless the Contest Entities and their respective officers, directors, employees, representatives, and agents (collectively "Released Parties") from and against any and all claims, costs, expenses, damages, and liabilities (including attorneys fees and costs) that in any way arise out of or relate to the operation of, or participation in this Contest and/or operation or use of this Web Site including, without limitation, any claims, damages or liabilities due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance of any prize or participation in any Contest-related activity.

Furthermore, the Grand Prize winner must sign a liability release and affidavit of eligibility prior to receipt of the prize.

b. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in this Contest; (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 the Contest; (4) technical or human error which may occur in the administration of the Contest or the process of entries; or (5) any injury or damage to persons or property, which may be caused directly or indirectly, in whole or in part, from entrant's participation in the Contest or while traveling to or from any prize-related activity.

## **9. DISPUTES**

a. Entrant agrees that: (1) any and all disputes and causes of action arising out of or related to this Contest, or any prizes awarded, other than the administration of the Contest or the determination of winners, shall be resolved individually without resort to any form of class action, and exclusively by

the District Court of Montgomery County, Texas; (2) any and all claims and judgments shall not exceed actual out-of-pocket expenses expended, including costs associated with entering this Contest but not attorney's fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages increased. NOTE: Some states do not allow limitations or exclusion of liability for incidental or consequential damages and, therefore, the above provision may not apply to you.

b. All issues and questions concerning the interpretation, validity, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rule, which would mandate the application of laws of a jurisdiction other than the State of Texas.

## **10. TERMS OF USE/PRIVACY POLICY**

By use of this Web Site and by entering the Contest, you agree to Sponsor's Web Site Terms of Use Agreement and to the use of your personal information as described in the Privacy Policy located at [www.TourTexas.com](http://www.TourTexas.com).

## **11. WINNER'S LIST REQUEST**

To receive information about the Prize winners or a copy of these Official Rules, send a self-addressed, stamped (business size) envelope to: AJR Media Group, 25132 Oakhurst Drive, Suite 201, Spring, TX 77386. Please specify your request. Requests must be received no later than 30 days after contest ends.

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