

Will you be our 6 MILLIONTH GUEST?



PRESENTED BY:



Your Local Ford Stores

OFFICIAL RULES

Loveland Living Planet Aquarium (referred to hereinafter as the “Company”) will conduct the 6 Millionth Guest Sweepstakes (hereinafter the “Contest”) substantially as described in these rules. Each Participant (as defined below) agrees to the rules governing the Contest as follows:

1. Description of Grand Prize:

The Eligible Winner (as defined below) will win a two-year lease for a 2021 Ford Escape SE AWD (approximately \$16,070, see terms and conditions for the Ford Lease below), a one-year Aquarium Family Plus Membership (\$349.95 approximate value), and a gift basket (\$250.00 approximate value). No cash value. All other expenses and costs, not expressly listed above, are the winner’s sole responsibility. If the Eligible Winner cannot or chooses not to accept the Grand Prize as specified, the Grand Prize will be forfeited and may be awarded to an alternate eligible winner, in the Company’s sole discretion, who will be selected by the Company after making reasonable efforts to determine the person who scanned an entry immediately following the original Eligible Winner.

2. Description of Entry:

The Company will hold the 6 Millionth Guest Contest during regular hours of operation at Loveland Living Planet Aquarium, located at 12033 South Lone Peak Parkway Draper, Utah 84020. The six millionth Participant (the “Eligible Winner”) to have his/her ticket, membership, or Alternate Method of Entry (AMOE) Ticket scanned at the Aquarium, as determined in the sole discretion of the Company, will be awarded the Grand Prize. The Eligible Winner must meet all eligibility requirements, in the Company’s sole discretion, as described herein. Each entry ticket, membership, and AMOE Ticket scanned during regular hours of operation qualifies as one entry toward the Contest. Limit one entry per person per day. Any person suspected of making multiple entries in one day may be disqualified from the Contest. All decisions of the Company are final and may not be appealed.

The Contest will commence on May 1, 2021, and will end when the Company has scanned the 6-millionth guest’s ticket, membership, or AMOE Ticket, or at the close of business on May 31, 2021 whichever occurs first (the “Term”). NO PURCHASE NECESSARY TO PLAY/WIN PRIZE. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

3. Alternative Means of Entry:

No purchase is necessary to participate in the Contest. A purchase will not improve the chances of winning. A person may request a Contest entry ticket (an “AMOE Ticket”) without buying an admission ticket or a membership to Loveland Living Planet Aquarium by appearing in person and making such a request at the aquarium ticket desk. Only one submission per person may be made per day. The AMOE Ticket must then be presented to be scanned and thus entered into the Contest. An AMOE Ticket is only valid to be scanned one time. AMOE Tickets do not allow entry into the Aquarium.

4. Eligibility and Limitations:

A “Participant” is an individual who has his/her Ticket, membership, or AMOE Ticket scanned by the Company during the Term of the Contest. THE PARTICIPANT MUST BE EIGHTEEN (18) YEARS OF AGE ON OR BEFORE MAY 1, 2021 AND A LEGAL RESIDENT OF THE UNITED STATES TO BE ELIGIBLE TO WIN. All eligibility information must be present with the Participant to claim the Grand Prize. Employees of the Company, the Contest’s participating sponsors, the sponsors’ advertising agencies, employees of radio or television stations advertising or promoting the Contest, employees of Icon Culinary, Event Network, and members of the immediate family of any such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws,” or by current or past marriage(s), remarriage(s),

adoption, co-habitation or other family extensions, and any other persons residing at the same household whether or not related.

5. Prize Notification:

The Eligible Winner must be present to win and will be required to sign an Affidavit of Eligibility and release of publicity/liability (“Affidavit”) before being able to claim the Grand Prize. Winners who fail to sign an Affidavit may forfeit the Grand Prize at the Company’s sole discretion. If the Grand Prize is forfeited, an alternate eligible winner may then be selected at the Company’s sole discretion. The prize will be awarded upon receipt of the affidavit and verification of the eligibility of the Grand Prize winner.

6. Publicity; Use of Personal Information:

By participating, Participants and winner(s) grant the Company permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and promotions and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

7. Taxes:

Any valuation of the Grand Prize stated above is based on available information provided to the Company. The value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize that are not explicitly provided for in the official rules. The winner must provide the Company with valid identification, mailing address, and a valid taxpayer identification number or social security number before any prize will be awarded.

The Grand Prize is not transferable, redeemable for cash, or exchangeable for any other prize. Any person winning a prize with a fair market value equal to or greater than six hundred dollars (\$600.00) at the time of delivery may receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

8. Decisions:

By participating in the Contest, participants agree to be bound by the decisions of Company personnel. The Company reserves the right to disqualify any participant or winner and may refuse to award any prize to a person who is ineligible or who the Company believes has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means.

The Company will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning

the rules or the Contest, and the Company’s decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference, or any event beyond the control of the Company, the Company reserves the right to terminate this Contest or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and shall be final. The Company may waive any of these rules at its sole discretion.

9. Cancellation/Modification:

The Company may, in its sole discretion, cancel, terminate, modify or suspend the Contest if the Contest is not capable of running as the Company planned for any reason (including, but not limited to, due to tampering, unauthorized intervention, computer virus, fraud, technical or human error or any other causes which the Company, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or intended conduct of this Contest). The Company may substitute prizes, amend the rules or discontinue the Contest at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. Written copies of these rules are available by mail with a written request with a stamped, self-addressed return envelope at the address indicated above or may be read on this website theivingplanet.com.

10. Release of Liability:

10.1 IN ORDER TO RECEIVE A PRIZE, WINNERS MUST SIGN AN OFFICIAL WAIVER FORM PROVIDED BY THE COMPANY.

10.2 BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AND WINNER(S) AGREES THAT IN NO EVENT WILL THE COMPANY, SPONSORS, CONTEST PARTIES, CONTEST PROVIDERS AND ALL THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, OWNERS, AGENTS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, OR ANY OTHER SPONSOR OR PROVIDER (COLLECTIVELY “RELEASEE(S)”) BE RESPONSIBLE OR LIABLE FOR, AND EACH PARTICIPANT AND WINNER HEREBY RELEASES THEM FROM, ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, COSTS, EXPENSE OR LIABILITY OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND COUNSEL FEES AND COURT COSTS) ARISING OR RESULTING FROM ANYTHING RELATING TO: THE PRODUCTION, PROMOTION, ADMINISTRATION OR EXECUTION OF THE CONTEST (OR THE PARTICIPANT’S OR WINNER’S PARTICIPATION IN IT); CANCELLATION, MODIFICATION OR RESCHEDULING OF ANY ASPECT OF THE CONTEST; ANY WEB SITE(S) RELATED TO THE CONTEST OR MATERIALS ON SUCH WEB SITE(S); ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF THE PRIZE; OR PARTICIPATING IN OR TRAVELING TO ANY CONTEST-RELATED ACTIVITY.

10.3 Neither the Company nor any other Releases are responsible for: lost, late, damaged, stolen, or misdirected tickets, memberships, or AMOE Tickets, in relation to this Contest; any website, computer, telephone, satellite, cable, network, Internet or other equipment, electronics, software, service,

10.3 (CONTINUED) transmission, connection, processing or other errors, failures, congestion, accessibility or availability issues; unauthorized access, tampering, hacking, theft or destruction; or other technical or human error in the receipt or processing of entries, or other submissions (whether to or from) or otherwise related to the production, promotion, administration or execution of the Contest.

TAMPERING/VIOLATIONS/DISRUPTION: The Company may, in its sole determination, disqualify any person it believes may be tampering with the entry or other operation of the Contest or acting in violation of the rules, in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

11. Miscellaneous:

11.1 ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW.

11.2 NO PRIZE WARRANTY: WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE 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.

11.3 Compliance with Law. The conduct of the Contest is governed by the applicable laws of the United States of America and the laws of the State of Utah, which take precedence over any rule to the contrary herein. The Company shall follow the applicable laws for conducting contests.

11.4 Governing Law and Venue. The laws of the State of Utah, excluding the rules of conflicts of law, shall govern this and all matters arising out of or related to this Contest. The parties, including Contest winners, hereby submit to the jurisdiction of the state or federal courts located in Salt Lake County, Utah. Each party expressly agrees that it is subject to the jurisdiction and venue of those courts for purposes of such litigation. Each party hereby waives and covenants not to assert any claim that is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial, or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non-conveniens).

Ford Lease Contest Rules:

NO PURCHASE, TEST DRIVE, OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE ODDS OF WINNING.

Sponsored by Wasatch Front Ford (“Sponsor”). Open to legal residents of the United States who are 18 years of age or older, have a valid U.S. driver’s license, and a valid U.S. Social Security number or Tax Identification Number.



Will you be our 6 MILLIONTH GUEST?



PRESENTED BY:



Your Local Ford Stores

OFFICIAL RULES (CONTINUED)

Ford Lease Contest Rules: (CONTINUED)

Void where prohibited. Odds of winning dependent upon the number of eligible entries received during the Contest Period. The Sponsor administers the Contest, and any questions, comments, or complaints regarding the Contest must be directed to the contest administrator. Entrant acknowledges that any information provided will be used for administering the Contest. The Sponsor, promotional partner(s), and administrator are herein collectively referred to as the Contest Entities.

Description of Contests/Participation Dates of Contests:

Contest will begin on May 1, 2021, and will end when the Company has scanned the 6-millionth guest's ticket, membership, or AMOE ticket, or at the close of business on May 30, 2021, whichever occurs first (the "Term").

Contest Restrictions:

If an entrant cannot verify registration information, the entrant will automatically be disqualified, and the prize will be forfeited. In its sole discretion, the Sponsor reserves the right to select an alternate entry at that time. Contest Entities are NOT responsible for any change of email address, mailing address, and/or telephone number of entrants.

Eligible contestants agree as follows: By participating, each entrant agrees (a) to be bound by these Official Rules; (b) that as between you, the Sponsor and Contest Entities, the decisions of the Sponsor are final on all matters relating to the Contest; (c) that you are not participating on behalf of any employer or third party; (d) that in the event you do not comply with the rules, you will be disqualified. In its sole discretion, the Sponsor reserves the right to select an alternate winner in the event of disqualification at the Giveaway Event. Incomplete and/or multiple entries will be disqualified. The Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, or incomplete entries. The Contest may be discontinued at any time without notice. Owners and employees of the Sponsor, their parent companies, or holding companies and their agents and promotional partners are prohibited from participating in the Contest.

Prize(s):

A 24-month lease of a 2021 Ford Escape SE AWD automobile will be awarded to one (1) winner.. Approximate MSRP of the vehicle is \$28,110, and the total value of the lease approximately \$16,070.36. No cash value. The prize consists of one payment for a car lease for the term of twenty-four months, 10,500 miles per year (21,000 miles total). Sponsor pays lease receipts tax. WINNER IS RESPONSIBLE FOR PAYING ALL OTHER LOCAL, COUNTY, STATE, AND FEDERAL TAXES ON THE PRIZE. WINNER IS RESPONSIBLE FOR ANY PROPERTY TAXES THAT BECOME DUE AT ANY POINT DURING THE LEASE PERIOD. PRIZE WINNER IS RESPONSIBLE FOR ALL REGISTRATION, DEALER PREPARATION, MAINTAINING INSURANCE AS REQUIRED IN THE LEASE CONTRACT. WINNER IS RESPONSIBLE FOR ALL VEHICLE MAINTENANCE AND MUST MAINTAIN VEHICLE IN GOOD CONDITION THROUGHOUT THE ENTIRE LEASE PERIOD. WINNER WILL BE RESPONSIBLE FOR EXCESS MILEAGE GREATER THAN 21,000 MILES FOR THE LEASE TERM (AT COST OF \$.15 PER MILE) AND WILL ASSUME VEHICLE DAMAGE RESPONSIBILITY PER THE LEASE AGREEMENT. WINNER MUST POSSESS A VALID UNITED STATES SOCIAL SECURITY NUMBER, A VALID UNITED STATES DRIVER'S LICENSE AND PROOF OF AUTOMOBILE LIABILITY INSURANCE, AS REQUIRED IN THE LEASE PRIOR TO TAKING POSSESSION OF THE VEHICLE. WINNER MUST QUALIFY AND COMPLY WITH ALL TERMS OF THE

VEHICLE LEASE AGREEMENT TO BE ELIGIBLE.

Prizes are not transferable or exchangeable by the winner to any other entrant. The prize must be redeemed from a Ford representative within 14 days of the contest Giveaway Event. If the prize cannot be awarded for any reason, Sponsor reserves the right to substitute such prize with another prize of equal or greater value, as determined by Sponsor in its sole discretion.

Acceptance of Prize:

By accepting the prize, the winner agrees to the prize conditions on participation and must sign a release to be eligible to receive the prize and hereby agrees: (i) that all decisions of the Sponsor, judges, and Contest Entities with respect to the Contest are final and binding; (ii) to release the Sponsor and its respective parent companies and affiliates, officers, directors, employees, agents, and licensees from any and all claims in connection with the Contest and the award or use of the prize; (iii) to allow the Sponsor to use their names, voices, photographs, likenesses, biographical material, in any advertising or broadcasting material relating to this Contest, without additional financial or other compensation; and (iv) where allowed by law, sign a publicity release confirming such consent prior to acceptance of the prize. The Contest Entities are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Contest Entities' control. All other costs and expenses related to prize acceptance and use not specified herein as provided are the prize winner's sole responsibility. Sponsor is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to any prizes, regarding the use, value, or enjoyment of the prize, including, without limitation, its quality, mechanical condition, or fitness for a purpose. No Sponsor will have any further obligation to the winner. All taxes, upgrades, and any other expenses not specifically identified in these Official Rules as included in the prize are the responsibility of the winner. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason.

Tampering and Delivery Disclaimer:

The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating any person who the Sponsor determines (in its discretion) is or is attempting to: (i) tamper with any part of the Contest; (ii) attempting to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices, (iii) intending to annoy, abuse, threaten or harass any other participants, agents or representatives of the Sponsor; and/or (iv) otherwise violating these Official Rules.

Publicity; Use of Personal Information:

The winner also grants permission to the Sponsor to use their name, character, photograph, voice, and likeness to promote this and other contests and waives any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Sponsor may use such information for marketing purposes and may include the name of the winner in a publicly available winner(s) list. Winner further agrees that if he/she takes the use of the car as the final prize that he/she will periodically return the car to Ford at least twice per year during the term of the lease for inspection and to give Ford The opportunity to freshen and/ or to repair any wear and tear. The times of inspection will occur during regular business hours of Ford and will be mutually agreed upon by the winner and a representative of Ford.

Release:

By participating in the Contest, each Participant and Winner holds harmless and waives any and all claims of liability or damages against the Contest's Sponsor and their respective employees and agents, for any personal injury or any loss which may occur from the conduct of, or participation in, the Contest, or from the award, receipt and/or use or misuse of any prize, including any travel related thereto. In order to participate in the Giveaway Event or to receive a prize, participants must sign an official waiver form provided by the Sponsor.

Compliance with Law:

BY ENTERING THE CONTEST, PARTICIPANTS HEREBY SUBMIT TO THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS OF UTAH AND WAIVE THE RIGHT TO HAVE DISPUTES ARISING OUT OF THIS CONTEST ADJUDICATED IN ANY OTHER FORUM. IN NO EVENT WILL PARTICIPANT BE ENTITLED TO INJUNCTIVE OR EQUITABLE RELIEF OF ANY KIND, OR RESTRAIN THE CONTINUATION OF ANY CONTEST.

Liability:

In consideration of entering and/or attending the Lease Giveaway, I release Ford, its owners, affiliates, employees, and agents from any and all claims I or my agents or assigns may ever have, including but not limited to tort, common law and contract claims, other than any express contractual obligations of Ford as expressly set forth in the contest rules.

RULES MAY BE AMENDED IN SPONSOR'S SOLE DISCRETION.

