

WILL YOU BE OUR 5 MILLIONTH GUEST?

PRESENTED BY



MOUNTAIN AMERICA
CREDIT UNION

OFFICIAL RULES

Living Planet Aquarium (referred to hereinafter as the “Company”) will conduct the 5 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 five day/four night trip to the Hawaiian Islands including airfare and hotel for four adults (\$3,000.00 approximate value), a five year Family Plus Aquarium membership (\$1,749.75 approximate value), four penguin encounter tickets (\$98.80 approximate value), and a gift basket (\$250.00 approximate value). All other expenses and costs, not expressly listed above, including, but not limited to, airfare upgrades, hotel upgrades, taxes, tips, entertainment, transfers, as well as seat assignment or baggage fees determined by selected airline 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 5 Millionth Guest Contest during normal hours of operation at Loveland Living Planet Aquarium, located at 12033 South Lone Peak Parkway Draper, Utah 84020. The five 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 towards 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 August 28, 2019 and will end when the 5 millionth guest’s ticket, membership or AMOE Ticket has been scanned by the Company, or at the close of business on October 30, 2019, 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 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 request 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 AUGUST 30, 2019 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), adoption, co-habitation or other family extension, 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, in the Company’s sole discretion. If the Grand Prize is forfeited, an alternate eligible winner may then be selected, in the Company’s sole discretion. Prize will be awarded upon receipt of 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, and 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 specifically 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 in 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 written request with a stamped, self-addressed return envelope at the address indicated above, or may be read on this website thelivingplanet.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, 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).

