

# **Grand Pacific Resorts' "Grand Giveaway" giveaway: Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

## **Eligibility**

The Grand Pacific Resorts' Grand Giveaway ("Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia who are twenty-one (21) or older at the time of entry and an owner at a resort managed by Grand Pacific Resorts during contest period. Employees of Sponsors (defined below) and each of their respective related companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.

## **Sponsors**

Grand Pacific Resorts, 5900 Pasteur Court, Carlsbad, California 92008

## **Agreement to Official Rules**

Participation in the Promotion constitutes your full and unconditional agreement to these Official Rules and the decisions of Sponsors, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.

## **Entry Period**

The Promotion begins on November 15, 2019 at 12:01 A.M. Pacific Time ("PST") and ends on April 1, 2020 at 11:49 p.m. PST (the "Entry Period"). Entries received prior to or after the Entry Period will be disqualified.

## **Entry**

Submit all required fields on form. A maximum of ONE entry per person is accepted. You must complete the survey and be an owner at a Grand Pacific Resort or you will not be eligible to win.

### **Selection of Potential Winner**

On or about April 2, 2020 one (1) potential grand prize winner and three (3) runner-up gift bag winners will be selected in a random drawing from among all eligible entries received. Potential winner will be notified by email. If a potential winner cannot be contacted within seven (7) days of the first attempt to contact him/her, Sponsors will select an alternate potential winner in his/her place from among all remaining eligible entries.

### **Requirements of Potential Winner**

Except where prohibited, the potential Grand Prize Winner must complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within ten (10) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, if notification or prize is returned as undeliverable, or if Sponsors determine in their sole discretion that the potential winner is ineligible, an alternate entrant will be selected in his/her place. Winner may be required to provide social security number for tax reporting purposes. Unless prohibited by law, acceptance of a prize constitutes permission for Sponsors to use winner's name, picture, likeness, address (city and state), and biographical information for advertising and publicity purposes, worldwide, without further compensation.

### **Prize**

One (1) winner will receive a certificate for (1) week (7 nights) at Hanalei Bay Resort in up to a 2 bedroom condo based on availability. Book by April 1, 2021. Travel by April 1, 2022. Government Fees and Taxes excluded. The reservation is subject to availability. Availability decreases during peak periods. Prize does not include non-discountable fees, federal, state or local taxes, or any other cost or fee associated with prize receipt or use not expressly stated herein. Winner and travel companion must travel on same

itinerary and are responsible for all necessary travel documents. Cancellation fees apply. Approximate retail value is: \$1,600.

## **General Conditions**

In the event that the operation, security or administration of the Promotion is impaired in any way for any reason, Sponsors may, in their sole discretion, suspend, modify and/or cancel the Promotion. Sponsors reserve the right in their sole discretion to disqualify any individual they find to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Promotion. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

## **Release and Limitation of Liability**

By participating in the Promotion, you agree to release and hold harmless Sponsors, their respective parent and related companies, and each such company's respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical or printing errors; (c) lost, late, postage-due, misdirected or undeliverable mail or email; (d) errors in the administration of the Promotion or the processing of entries; or (e) injury or damage to persons or property

which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorneys' fees.

One (1) runner up will receive (2) GPX Bon Voyage gift bag valued at \$50.

One (1) runner-up will receive (2) GPR Cooler Bags valued at \$24.99

Twenty (20) runner-up will receive (1) GPR Stainless Steel Water bottles valued at \$19.99.

## **Disputes**

Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning these Official Rules, your rights and obligations, or Sponsors' rights and obligations shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules.

## **Privacy**

All information submitted to the Sponsors as part of this Promotion will be treated in accordance with the Sponsors' Privacy Policy, available at <https://grandpacificresorts.com/privacy/>

## **Winner**

On or about April 2, 2020 one (1) potential winner will be selected in a random drawing from among all eligible entries received. Potential winner will be notified by email. Winner will be announced on or about April 15, 2020.

## **Email Opt-in**

By submitting your email address as an entry into this promotion you consent to receive future promotional offers from Grand Pacific Resorts.