

Official Rules for the 2019 View From Your Vacation Sweepstakes

No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

- 1. Eligibility:** The Sweepstakes is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of Captivate LLC. ("Sponsor"), as well as their immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
- 2. Entry Period:** The Sweepstakes begins at 12:01 am ET on 7/1/2019 and ends at 11:59 pm ET on 8/31/2019 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 3. How to Enter:** Email a **.jpg or .png** file of your photo submission **featuring a view from your vacation** to snapshots@captivate.com during the Entry Period. There is a limit of one (1) entry per person and you may not use multiple e-mail addresses to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion.
- 4. Drawing:** On or about 9/2/2019 Sponsor will select one potential winner(s) in a random drawing of all entries received. The odds of being selected depend on the number of entries received. Sponsor will attempt to notify potential winner(s) within 5 business days of the drawing.
- 5. Requirements of Potential Winner(s):** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
- 6. Prize(s):** The Winner will receive a \$500 Visa gift card, sent **electronically**. The winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.
- 7. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; or (b) award the prize(s) at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited.

- 8. Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release and hold harmless Sponsor, Facebook, Twitter, Instagram, and each of their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property. 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 Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 9. Privacy and Publicity:** Any information you provide when you enter the Sweepstakes will be used in accordance with Sponsor's Privacy Policy [<https://www.captivate.com/wp-content/uploads/2019/03/Captivate.com-Privacy-Policy-3.7.19.pdf>] and Terms of Service [<https://www.captivate.com/wp-content/uploads/2019/03/Captivate.com-Terms-of-Service-3.7.19.pdf>]. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration. By submitting content to Sponsor, you represent that you have the permission of any person appearing in the materials to use and publish their photograph or image, and that you hold the copyright on the submitted materials or otherwise have the right to authorize the use of the materials and information you are submitting.
- 10. Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Washington, DC. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Washington, DC, without giving effect to any choice of law or conflict of law rules (whether of Washington, DC or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Washington, DC.
- 11. Sponsor:** The Sweepstakes is sponsored by Captivate Network, Inc. This Sweepstakes is in no way sponsored, endorsed by, administered by, or associated with, Facebook, Twitter or Instagram.
- 12. Results:** For the names of the winners of any prize over \$25, please send a self-addressed stamped envelope to Captivate LLC c/o Kate Scanlan 900 Chelmsford Street, Suite 3101, Lowell, MA 01851. Requests must be received by 9/30/2019.