

## **Marketplace Events Hawaii Build & Beach Sweepstakes Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, MUNICIPAL AND PROVINCIAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The "Hawaii Build & Beach" Sweepstakes (the "Sweepstakes") begins at 12:00 a.m., Eastern Time ("ET") December 6, 2022 and ends at 11:59 p.m. ET on November 19, 2023 ("Sweepstakes Period"). The Sweepstakes is sponsored by Marketplace Events (the "Sponsor"), 2000 Auburn Dr. One Chagrin Highlands, Suite #200 Beachwood, OH. 44122

**Eligibility:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, and Canada (excluding Quebec) who has the age of majority in his or her state, territory or providence of residence as of the Sweepstakes start date. Employees, officers and directors of the Sponsor, their parents, affiliates, subsidiaries, agents, advertising and promotion agencies, (collectively "Released Parties") and members of their immediate family (parents, children, siblings, spouses) and persons living in the same household (whether related or not), are not eligible to participate in the Sweepstakes. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. **Void where prohibited.**

**How to Enter:** During the Sweepstakes Period, eligible participants will automatically receive one (1) entry when they make a donation of \$25 to Habitat for Humanity through one of the Sponsor's ticketing websites. They can also receive an entry without making a donation by downloading a form that they can find online at [https://marketplaceevents.azureedge.net/sitefinity/docs/default-source/rules-and-regulations/hbbs\\_mailentryform.pdf?sfvrsn=c726c03c\\_2](https://marketplaceevents.azureedge.net/sitefinity/docs/default-source/rules-and-regulations/hbbs_mailentryform.pdf?sfvrsn=c726c03c_2). Once they have the form they need to fill it out and mail it to: Marketplace Events, Hawaii Build & Beach Sweepstakes, 2000 Auburn Dr. One Chagrin Highlands, Suite #200 Beachwood, OH. 44122. All mail-in entries need to be postmarked by November 13, 2023 and received by November 20, 2023.

Limit one (1) Sweepstakes entry per person, per email address regardless of method of entry. Participants should submit only an email address subscribed and registered in their name. Once submitted an entry and cannot be deleted, canceled or modified. In the event of a dispute as to entries submitted by multiple individuals using the same email account, subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

**Drawing and Notification:** The potential Grand Prize Winner will be selected, from among all eligible entries received, in a random drawing conducted on or about December 1, 2023. Odds of winning will depend on the total number of eligible entries received. Potential winner will be notified by the email address they provided on the Sweepstakes entry form.

**Grand Prize:** One (1) Grand Prize winner will receive a trip package for winner and one (1) guest to Hawaii to participate in a ten (10) day build program organized by Habitat for Humanity Hawai'i Island. Trip package includes round trip, coach air transportation (from major airport nearest winner's residence as determined by Sponsor in its sole discretion) to Kona or Puna, Hawaii. Habitat for Humanity will be providing the accommodations, ground transportation and meals. The package also includes \$500 cash to help pay any additional expenses. The trip to take place between the months of April and December 2024. Grand Prize winner and their guest must fly on the same itinerary and all tickets must be reserved together. The Grand Prize winner is responsible for any additional costs due to reserving any higher priced package or any fee applied as a result of a change in the reservation, etc., and is responsible for all government departure taxes, optional travel insurance, and personal spending. Travel arrangements must be made through agent of Sponsor's choosing. Other restrictions may apply. Trip winner and travel companion must have all necessary identification and/or travel documents required for travel. Trip is not transferable. Average Retail Value (AVR) of this prize is \$5,000.

Winner may forego the trip package and choose to receive \$3,500 cash Grand Prize and \$3,500 donation in winner's name donated to Habitat for Humanity International. Winner cannot change prize selection upon submission of affidavit to Marketplace Events.

**Prize Conditions:** Grand Prize winner is solely responsible for all applicable federal, state, local, provincial or other taxes associated with the receipt of any prize. Grand Prize winner will be required to sign an Affidavit of Eligibility, Liability/Publicity Release and Travel Companion Liability Release and return within 7 days of written notification, by fax and mail or prize may be forfeited and an alternate potential winner selected. All taxes, if applicable, are the sole responsibility of the winner. If the Grand Prize winner is a resident of the U.S. they will also be required to disclose his/her social security number for the purpose of issuance of a 1099 Form for tax purposes. If the Grand Prize winner is a Canadian resident, they must correctly answer a mathematical skill testing question, unaided (by electronic or mechanical or otherwise) in order to receive the Prize. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited by law or Sponsor's Privacy Policy) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state or province), in all forms of media, in perpetuity, without notice or further compensation.

**Internet Limitations of Liability:** If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized

intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of or after (if applicable) this termination or suspension date. Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sweepstakes Entities are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**Terms & Conditions:** This Sweepstakes is subject to all applicable federal, state, provincial and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Entrants also consent to the use of the personal data they submit to be used solely by the sponsor and affiliated partners for marketing purposes, statistical analysis, or customer relations. This information will never be sold or shared with any other third parties and all entrants will be given the opportunity to opt-out at any time. Winner and entrants also agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in any part, directly or indirectly, from acceptance, possession, use or misuse of prize offered, or participation in this Sweepstakes. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the full extent of the law. **This Sweepstakes is void where prohibited.**

**USE OF DATA:** All information submitted by entrants will be treated according to Sponsor's privacy policy, available at <http://marketplaceevents.com/privacy-policy>. By participating in the Sweepstakes and providing your e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**DISPUTES:** Except where prohibited, 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 the State of Ohio. 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 the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

**Winners List:** To request confirmation of the name and address of the winner, please send a self-addressed, stamped business size envelope, by January 1, 2023, to the sponsor listed below.

**Sponsor:** Marketplace Events, 2000 Auburn Dr. One Chagrin Highlands, Suite #200 Beachwood, OH. 44122