

## 2014 BNP Paribas Open Contest Greater Palm Springs Convention & Visitors Bureau

### OFFICIAL CONTEST RULES

1. The 2014 BNP Paribas Open Contest (the "Contest") is being conducted by the Greater Palm Springs Convention & Visitors Bureau (the "CVB"). The Contest commences at 8:00 a.m. (PST) on January 17, 2014 and continues until 11:59 p.m. (PST) on February 23, 2014 (the "Submission Period"). The winner selection process is completely random and governed by Woobox. The CVB will host the Contest on the organization's Facebook page. The winner will be announced on the Facebook page and notified via email on or after February 17, 2014. Entries may be made by visiting [www.Facebook.com/PalmSpringsUSA](http://www.Facebook.com/PalmSpringsUSA) and clicking on the Contest banner. Except as otherwise provided herein, entrants must have a Facebook Account and must be or become a Fan of the PalmSpringsUSA page.
2. **NO PURCHASE NECESSARY**. A purchase will not increase your chances of winning.
3. Employees and immediate family members (dependents under IRS rules), affiliates, subsidiaries, advertising and promotional agencies of the CVB and all sponsors associated with the Contest are not eligible.
4. Entrants must be 21 years of age or older at time of entry to be eligible.
5. The Contest is open to all U.S. and Canadian residents at least 21 years of age, subject to the restrictions contained in these Official Contest Rules ("Rules"), except it is not open to residents of the State of New York, State of Florida and the Province of Quebec. If a person from Canada is selected as the potential winner, that person must first pass a skills test to be administered by the CVB, before the Prize may be awarded to that person.
6. The Contest is governed by the laws of the United States and is subject to all applicable federal, state and local laws and regulations. This Contest is void where prohibited by law.
7. Two (2) winners from all eligible entrants will be selected at random at the end of the Submission Period, on February 24, 2014 via Woobox.
8. The prize ("Prize") consists of:
  - Two (2) nights' accommodations for the winner and his or her guest, in one (1) room at the Omni Rancho Las Palmas Resort & Spa, in Rancho Mirage, California. (Overnight accommodations are valid March 12<sup>th</sup>&13<sup>th</sup>, 2014 only)
  - Two (2) Box seat tickets for the BNP Paribas Open tennis tournament, including both day and evening sessions (valid March 12<sup>th</sup>&13<sup>th</sup>, 2014 only)
  - One (1) rental car for two (2) days provided by Enterprise Rent-A-Car (valid March 12<sup>th</sup> and 13<sup>th</sup> only)
  - Tennis clinic for winner and his/her guest with a tennis Pro (valid March 13<sup>th</sup>, 2014 only)
  - Back of the house tour (*See where the players check-in, eat and relax while at the BNP Paribas Open and where player stories and photos are being reported and distributed world-wide from over 350 media attending the two weeks of the event.*)
  - VIP Self-Parking Pass (valid March 12<sup>th</sup>&13<sup>th</sup>, 2014 only)

9. Prize Restrictions: The CVB reserves the right to substitute the Prize, or any portion thereof, with a prize of equal or greater value. No credit or reimbursement will be provided if Prize is not taken. Other restrictions may apply. Prize is valid only on the dates set forth herein, particularly March 12<sup>th</sup> and 13<sup>th</sup>, or as otherwise provided.

10. Prize must be accepted as awarded; no substitutions. Prize is non-transferable and non-refundable. Prize is subject to the terms, conditions and restrictions described herein.

11. Claiming the Prize: To claim the Prize, winner must respond to a congratulatory e-mail within 72 hours. Prior to receiving the Prize, the winner must submit an executed liability release and advertising disclaimer to the CVB. Forms and instructions for submittal will be provided by CVB upon notification of winning.

12. The approximate retail value of the Prize is four thousand four hundred fifty U.S. dollars (\$4,450)

13. Odds of winning depend on the number of eligible entries submitted during the Submission Period, and the number of qualified entries an individual makes.

14. Entries are made by visiting [www.Facebook.com/PalmSpringsUSA](http://www.Facebook.com/PalmSpringsUSA) and clicking on the Contest banner. Entrants must have a Facebook account and must be or become a Fan of the PalmSpringsUSA page. The winner selection process is completely random and governed by WooBox.

15. Only one (1) entry per person is permitted. However, if an entrant "shares" the Contest's promotional page on Facebook, then that entrant will receive one (1) additional entry for each Facebook "friend" that subsequently enters the Contest. Additional entries from one (1) person not in accordance with the foregoing will result in disqualification of that additional entry.

16. Alternate Method of Entry: Notwithstanding any other rule herein, entries may alternatively be made by mail, by providing your full name, and either your contact phone number, mailing address, and/or email address, along with the name of this Contest, to: Greater Palm Springs Convention & Visitors Bureau, 2014 Greater Palm Springs BNP Paribas Contest, 70-100 HWY 111, Rancho Mirage, CA, 92270, ATTN: Cortney Overson. Mailed-in entries must be received before the end of the Submission Period. Only one (1) entry is permitted per person. The CVB shall not be responsible for any entries lost in the mail, or otherwise not received.

17. Winner is responsible for payment of all federal, state and local taxes. The CVB and all of its programs and all sponsors associated with the Contest reserve the right to require any forms for eligibility, release of liability, prize acceptance and/or tax purposes within 14 days of notification. Noncompliance with this request may result in disqualification and selection of an alternate winner. The Contest entrants agree to abide by the terms of these Rules, which are final on all matters pertaining to the Contest.

18. By entering this Contest, entrants agree to release the CVB and all of its programs and sponsors associated with the Contest, including Desert Champions LLC and Garden of Champions LLC, Omni Rancho Las Palmas Resort & Spa, and Enterprise Rent-A-Car, from any and all liability resulting from participation in the Contest. The winner, by acceptance of the Prize, agrees to release the CVB and all of its programs, officers, directors, employees, agents, shareholders, affiliates, suppliers, distributors and advertising agencies from all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the Prize.

19. The CVB makes no warranty, guaranty or representation of any kind concerning the Prize, except where prohibited by law, disclaims any implied warranty, and is not liable for injury, loss,

or damage of any kind resulting from the acceptance or use or misuse of the Prize, travel related thereto or from entrants' participation in this Contest.

20. Advertising Disclaimer. Entrants consent to release to the aforementioned companies the use of the winner's proper name, city and state, photo and/or likeness (including, without limitation aural and visual likeness) for purposes of advertising online and in print or any other media or trade in connection with the Contest without further compensation. The aforementioned companies further reserve the right to use any and all information related to the Contest, including information on contestants obtained through the Contest, for marketing purposes or any other purpose, unless prohibited by law.

21. By entering this Contest, entrants agree to be bound by these Rules, which are subject to change without notice due to unusual or extreme circumstances, and all decisions of the CVB which are final.

22. The eligibility of all potential Prize winners is subject to verification by the CVB. No correspondence will be entered into except with the winner.

23. The CVB is not responsible for late, lost or misdirected e-mail or mail or any computer, online, telephone or technical malfunctions that may occur. If for any reason the Contest cannot be completed as planned, it can be cancelled, terminated, modified or suspended at any time for any reason by the aforementioned sponsors.

24. This Contest will run in accordance with these Rules, subject to amendment by the CVB due to unusual or extreme circumstances. The CVB reserves the right to cancel or suspend this Contest or to amend these Rules at any time without notice upon said circumstances.

25. The Greater Palm Springs Convention and Visitors Bureau is not associated in any way with the BNP Paribas Open. The BNP Paribas Open and its ownership and affiliated entities have no responsibility or liability for this contest or any aspect of it.

26. This Contest is not associated with, sponsored by, endorsed by, or administered by Facebook. By entering this Contest, all entrants agree to release Facebook from any and all liability resulting from participation in the Contest. The winner, by acceptance of the prize, agrees to release Facebook and all of its officers, directors, employees, agents, shareholders, affiliates, suppliers, distributors and advertising agencies from all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the Prize, including but not limited to, travel to and from any Prize venues. By entering this Contest, contestants are disclosing information to the Contest Sponsor, CVB, and not to Facebook.

27. To request a written copy of these Official Rules by mail, please write to: Greater Palm Springs Convention & Visitors Bureau, 2014 Greater Palm Springs 2014 BNP Paribas Open Contest, 70-100 HWY 111, Rancho Mirage, CA, 92270, ATTN: Cortney Overson.