

'Picture me in Greater Palm Springs' Sweepstakes Greater Palm Springs Convention & Visitors Bureau

OFFICIAL SWEEPSTAKES RULES

- 1. The 'Picture me in Greater Palm Springs' Sweepstakes (the "Sweepstakes") is being conducted by the Greater Palm Springs Convention & Visitors Bureau (the "CVB"). The Sweepstakes commences at 8:00 a.m. (PST) on February 26, 2014 and continues until 11:59 p.m. (PST) on March 2, 2014 (the "Submission Period"). Entries are made during the Submission Period by posting a message to Twitter, at the Twitter page @palmspringsusa, which includes the hashtag #picturemeinpalmsprings. The winner selection process is completely random. Three (3) winners will be selected from the pool of all valid entries posted on the Twitter page @palmspringsusa which includes "#picturemeinpalmsprings". The winners will be announced on the @palmspringsusa Twitter page on March 3, 2014. It is the responsibility of the winners to contact the CVB via the method provided at the time winner is announced and to confirm acceptance of the prize. Except as otherwise provided herein, entrants must have a Twitter account.
- 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 Sweepstakes are not eligible.
- 4. Entrants must be 21 years of age or older at time of entry to be eligible.
- 5. The Sweepstakes is open to all U.S. and Canadian residents at least 21 years of age, subject to the restrictions contained in these Official Sweepstakes 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 Sweepstakes is governed by the laws of the United States and is subject to all applicable federal, state and local laws and regulations. This Sweepstakes is void where prohibited by law.
- 7. Three (3) winners from all eligible entrants will be selected at random at the end of the Submission Period, on March 2, 2014 and winners will be announced via a posting on @palmspringsusa Twitter page on March 3, 2014. The first selected winner will receive Prize Package 1, the second selected winner will receive Prize Package 2, and the third selected winner will receive Prize Package 3. Prize Packages are described herein in subsection (8).
- 8. The prizes ("Prizes") consist of certificates for the following:

Winner 1: Package 1

Three (3) nights' accommodation for winner and his or her guest at the Riviera Resort & Spa in Palm Springs, California, in one (1) Mediterranean Suite (prize includes room, tax, and resort fee) Dining Experience: One (1) One Hundred Dollar (\$100.00) gift certificate to Trio Restaurant in Palm Springs, California for winner and his or her guest.

Activity: One (1) round of golf at Escena Golf Club in Palm Springs, California for winner and his or her guest

Airfare and transportation NOT included.

Winner 2: Package 2

Three (3) nights' accommodation for winner and his or her guest at the Hyatt Regency Indian Wells Resort & Spa in Indian Wells, California, in one (1) King Deluxe Room (prize includes room, tax, and resort fee)

Dining Experience: Dinner for winner and his or her guest at Vue Grille & Bar at the Indian Wells Golf Resort (alcohol, tax and gratuities not included)

Activity: Two (2) Fifty (50) minute Swedish Flowing Palm Massages, for winner and his or her guest, as well as one (1) hour relaxation in the outdoor suite, at the Agua Serena Spa at the Hyatt Regency Indian Wells Resort & Spa.

Airfare and transportation NOT included.

Winner 3: Package 3

Accommodation: Three (3) nights' accommodation for winner and his or her guest at the Two Bunch Palms Resort & Spa in Desert Hot Springs, California in a Fountain Area One Bedroom Suite Dining Experience: Dinner for winner and his or her guest at the Essence Restaurant at the Two Bunch Palms Spa Resort (limited up to One Hundred Dollars (\$100.00))

Activity: Two (2) 60-minute spa treatments, for winner and his or her guest, at Two Bunch Palms Spa (choose from list of 12 treatments)

Airfare and transportation NOT included.

9. Prize Restrictions: Prize must be accepted as awarded. No substitutions are allowed. Prize is non-transferable and non-refundable. Prize is subject to the terms, conditions and restrictions described herein and on any prize certificates. 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 accepted or used. Other restrictions may apply.

Certificates for the prize, and any components thereof, must be presented at the hotel, restaurant, and spa, in order to redeem the prize components, and will be honored only if the original document is presented. Certificates will not be replaced if lost, stolen or otherwise destroyed. Prize certificates must be used prior to their expiration dates. Certificate expiration dates are as follows: Riviera Resort & Spa: March 1, 2015; Trio Restaurant: no expiration date, Escena Golf Club March 1, 2015; Hyatt Regency Indian Wells Resort & Spa March 1, 2015; Vue Grille & Bar June 30, 2015;, Agua Serena Spa March 1, 2015; Two Bunch Palms Spa Resort February 26, 2015. Certificate expiration dates are printed on each certificate. Certificate expiration dates cannot be extended and are not transferable for monetary value. Void if certificates are copied, reproduced or transferred. If any of the businesses offering the prize certificates goes out of business or otherwise closes prior to the expiration date(s) and winner's use of the certificate, winner is not entitled to any prize substitution or replacement.

Reservations for hotel accommodations must be made in advance and are subject to availability. Blackout dates and other restrictions may apply. Prize certificates may not be valid with other promotions or coupons. No refunds will be made for any unused portion of the prize certificates. Winner is responsible for any and all additional incidental charges or gratuities incurred, not otherwise expressly included.

- 10. Claiming the Prize: To claim the Prize, winner must respond to a congratulatory Twitter post, which will include the winner's Twitter handle, within Seventy-Two (72) hours. Prior to receiving the Prize, and as a condition 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.
- 11. The approximate retail values of the Prizes are as follows:

 Package 1: Five hundred ninety seven dollars (\$597.00)

- Package 2: Nine Hundred seventy one dollars (\$971.00) Package 3: Seven hundred twenty seven dollars (\$727.00)
- 12. Odds of winning depend on the number of eligible entries submitted during the Submission Period, and the number of qualified entries an individual makes.
- 13. Entries are made by posting a valid message on Twitter page @palmspringsusa, including the specified hashtag "#picturemeinpalmsprings". Entrants must have a Twitter account. The winner selection process is completely random.
- 14. Only one (1) entry per person is permitted. Additional entries from one (1) person not in accordance with the foregoing will result in disqualification of that additional entry.
- 15. 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 Sweepstakes, to: Greater Palm Springs Convention & Visitors Bureau, 2014 Greater Palm Springs 'Picture me in Greater Palm Springs' Sweepstakes, 70-100 HWY 111, Rancho Mirage, CA, 92270, ATTN: Jonny Westom. Mailedin 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.
- 16. Winner is responsible for the payment of any and all federal, state and local taxes associated with accepting the Prize. The CVB and all of its programs and all sponsors associated with the Sweepstakes reserve the right to require winner to complete and submit any forms for eligibility, release of liability, prize acceptance and/or tax purposes, including but not limited to an IRS Form W-9, within fourteen (14) days of notification. Additionally, CVB reserves the right to require completion and submission of any said forms beyond (14) days of notification, at its sole option. Noncompliance with this request may result in disqualification and selection of an alternate winner. The Sweepstakes entrants agree to abide by the terms of these Rules, which are final on all matters pertaining to the Sweepstakes.
- 17. By entering this Sweepstakes, entrants agree to release and hold harmless the CVB and all of its programs and sponsors associated with the Sweepstakes, including Riviera Resort & Spa, Trio Restaurant, Escena Golf Club, Hyatt Regency Indian Wells Resort & Spa, Vue Grille & Bar, Agua Serena Spa, Two Bunch Palms Spa Resort, and each of their respective subsidiaries, affiliates, members, directors, officers, employees, agents, professional representatives, successors and assigns, from any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs whatsoever (including reasonable attorney fees) (collectively, "Losses") resulting from the Sweepstakes. The winner, by acceptance of the Prize, agrees to indemnify, defend, hold harmless, and release the CVB and all of its programs, officers, directors, employees, agents, shareholders, affiliates, suppliers, distributors and advertising agencies from and against any and all Losses in any way arising from the Sweepstakes or Prize.
- 18. 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 Sweepstakes.
- 19. Advertising Disclaimer. Entrants consent to release, irrevocably and in perpetuity, to the CVB and all Sweepstakes sponsors, including all entities listed in Section (8) herein, 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 now existing or later developed in connection with the Sweepstakes without further compensation. Sweepstakes entrants further release any and all information submitted via Sweepstakes entry to the aforementioned sponsoring entities, and those entities further reserve

the right to use any and all information related to the Sweepstakes, including information on Sweepstakes entrants obtained through the Sweepstakes, for marketing purposes or any other purpose, unless prohibited by law.

- 20. By entering this Sweepstakes, 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.
- 21. The eligibility of all potential Prize winners is subject to verification by the CVB. No correspondence will be entered into except with the winner.
- 22. 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 Sweepstakes cannot be completed as planned, it can be cancelled, terminated, modified or suspended at any time for any reason by the aforementioned sponsors.
- 23. This Sweepstakes 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 Sweepstakes or to amend these Rules at any time without notice upon said circumstances.
- 24. The Greater Palm Springs Convention and Visitors Bureau is not associated in any way with the Conde Nast. Conde Nast and its ownership and affiliated entities have no responsibility or liability for this Sweepstakes or any aspect of it.
- 25. This Sweepstakes is not associated with, sponsored by, endorsed by, or administered by Twitter. By entering this Sweepstakes, all entrants agree to release Twitter from any and all liability resulting from participation in the Sweepstakes. The winner, by acceptance of the prize, agrees to release Twitter 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 Sweepstakes, entrants are disclosing information to the Sweepstakes Sponsor, CVB, and not to Twitter.
- 26. To request a written copy of these Official Rules by mail, please write to: Greater Palm Springs Convention & Visitors Bureau, 2014 Greater Palm Springs 'Picture me in Greater Palm Springs' Sweepstakes, 70-100 HWY 111, Rancho Mirage, CA, 92270, ATTN: Jonny Westom.