

Yellow Daisy Festival 2018 ("Sweepstakes")

Official Rules

ELIGIBILITY: NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Sweepstakes is offered only in the fifty (50) United States. Void outside of the 50 United States, in the District of Columbia, Puerto Rico and where prohibited or otherwise restricted by law. All individuals who are legal U.S. residents and 18 years of age or older and of the age of majority in their jurisdiction of residence at time of entry are eligible to enter, with the following exceptions (all of whom are not eligible to enter or win the Sweepstakes): *Residents of Puerto Rico and the States of Arizona, Florida, New York, and Rhode Island*, employees of a Sponsor and its parents, subsidiaries, affiliates, representatives, suppliers, vendors, fulfillment agencies, and advertising and promotion agencies and their immediate families (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to enter or to win the Sweepstakes. Limit one (1) winner per household. All entries submitted in compliance with these Official Rules and not disqualified are considered "***Eligible Entries.***"

SWEEPSTAKES PERIOD: Sweepstakes begins at 8:00 AM Eastern Time ("EST") on 9/6/2018, and ends at 11 PM EST on September 14, 2018 (the "***Sweepstakes Period***").

HOW TO ENTER: There are two (2) forms of entry during the Sweepstakes Period: (1) provide your email address during YDF and take the survey provided; or (2) Take the survey on-site during YDF at the information booth.; or (3) mail in your entry by submitting your first and last name, street address, city, state, zip, daytime and evening telephone numbers (area code included), email address (optional), and date of birth on a plain 3" x 5" piece of paper or index card and mail in a properly stamped #10 business-sized envelope to: "*Yellow Daisy Festival 2018*" c/o Stone Mountain Park. All mail-in entries must be post-marked during and before the expiration of the Sweepstakes period, and received by Sponsor by 11 PM EST the day prior to the drawing date (as further described below) to be eligible for drawing. Limit one (1) Sweepstakes entry per person, per day. Photocopied, computer generated facsimiles, mechanically re-produced, automated, mass entries and entries by any means which subvert the entry process will be void. Released Parties (as defined below) are not responsible for lost, late, stolen, misdirected, damaged, illegible, or incomplete entries. All entries become the exclusive property of Sponsor and will not be returned.

USE OF DATA: Sponsor will be collecting personal data about entrants, in accordance with its privacy policy. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and accept Sponsor's privacy policy. Sponsor's privacy policy can be found on-line at <https://www.stonemountainpark.com/Privacy>.

SWEEPSTAKES DRAWING: Sweepstakes winner will be selected from all Eligible Entries received by the Sponsor in a random drawing from Eligible Entries conducted by Sponsor on September 17, 2018. The Sponsor's decisions are final and binding in all matters relating to the Sweepstakes. The potential winner will be notified by email on or about September 18, 2018. If

a potential winner does not have an e-mail address, Sponsor will contact the potential winner via phone. To be eligible, all entrants must either have a valid e-mail address or phone number and mailing address for official communications from Sponsor about the Sweepstakes. The potential winner will be required to confirm his/her mailing address for receipt of a notification letter and paperwork delivery. If a potential winner does not confirm his/her address within ten (10) days of Sponsor's initial notification to such potential winner by e-mail or phone that such potential winner's name was selected as the winner of the Sweepstakes Prize, an alternate Sweepstakes winner will be selected from a random drawing from among all remaining Eligible Entries. Notification by e-mail to the e-mail address provided by the entrant or by phone (either in person to the entrant or a person 18 years of age or older at the phone number provided by entrant or by voice message left at such phone number provided by entrant) shall constitute official notification of such entrant's name being drawn as the potential winner of the Sweepstakes Prize.

THE SWEEPSTAKES PRIZE: ipad, YDF merchandise, artist signed merchandise, Getaway at Evergreen Marriott. Prize must be collected by the potential Prize winner within thirty (30) days of being initially notified of being a potential Prize winner, or the Prize will be forfeited. The Prize winner must comply with these Official Rules, and winning is contingent upon fulfilling all such requirements.

APPROXIMATE RETAIL VALUE ("ARV"): up to \$300 The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value of Prize, if any, will be announced.

ODDS: The odds of winning are determined by the total number of Eligible Entries received.

ADDITIONAL PRIZE INFORMATION & CONDITIONS: The Sweepstakes Prize winner will be required to complete an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited) to be returned within fourteen (14) days of the date printed on winner's notification letter, or his/her prize will be forfeited, and an alternate Prize winner will be selected from all remaining Eligible Entries received. If Prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not in compliance with these Official Rules, the Prize will be forfeited and an alternate Prize winner will be selected from all remaining Eligible Entries received. No cash redemption or Prize substitution will be allowed except at a Sponsor's sole discretion, each of whom reserves the right to substitute the Prize with a prize of comparable or greater value. The potential Prize winner will be required to sign and return an IRS W-9 (i.e., Request for Taxpayer Identification Number and Certification) which must be returned within ten (10) days from date of issuance, or the Prize will be forfeited and awarded to an alternate winner from all remaining Eligible Entries (such documentation may be sent by facsimile provided the facsimile documents are received within five (5) days of the date of issuance by Sponsor, and the original documents are sent via mail and received within ten (10) days of the date of issuance by Sponsor). If the potential winner is a minor in his/her jurisdiction of residence at the time of entry, the potential winner will be deemed ineligible, and an alternate potential Prize winner will be selected from a random drawing from among all remaining Eligible Entries.

WINNER'S NAME/RULES REQUESTS: To receive the winner's name, send a business-sized, self-addressed, stamped envelope by October 15, 2018 to: "*Yellow Daisy Festival 2018- Winners*" c/o Stone Mountain Park. Winner's name will not be disclosed until drawing is complete, notification has been made, the potential winner duly qualified and complied with these Official Rules and Prize accepted. Complete Official Rules will be available at stonemountainpark.com during the Sweepstakes Period, or you may obtain a copy of the Official Rules by sending a self-addressed, stamped, business envelope by September 14, 2018 to: *Yellow Daisy Festival 2018*" c/o Stone Mountain Park.

TAXES: All federal, state, local and other applicable taxes, and any other costs and expenses associated with Prize acceptance and/or use are the sole responsibility of the Prize winner. Any valuation of the Prize stated above is based on available information provided to the Sponsor. The value of the Prize will be taxable to Prize winner as income. Prize Winner must provide the Sponsor with valid identification and a valid social security number before the Prize will be awarded. The Prize winner will receive an IRS form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

FORCE MAJEURE: Sponsor shall not be liable in damages and shall have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Sponsor.

OTHER CONDITIONS: All applicable federal, state and local laws and regulations apply. Sponsor reserves the right, at its sole discretion, to modify or suspend the Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Sweepstakes is otherwise not capable of running as planned by Sponsor. In the event of such modification or suspension, Sponsor reserves the right to award the Prize to a winner to be selected in random drawings from among the remaining uncorrupted Eligible Entries.

DISCLAIMERS, WAIVER AND RELEASE: By entering, each entrant agrees to release and hold harmless Sponsor, and each Sponsor's parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, and each of the foregoing entity's employees, officers, directors, shareholders and agents (collectively the "***Released Parties***"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Sweepstakes or acceptance or use of any Prize or participation in any Sweepstakes-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical

problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, (vi) entries which are late, lost, stolen, damaged, illegible, unintelligible and/or postage due (or any combination thereof), or (vii) injury or damage to entrants', participants' or other persons' computer relating to or resulting from participating or downloading materials in the sweepstakes. The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify entries made in such fashion. By entering, each entrant agrees to comply with these Official Rules. Any entrant who attempts to tamper with this Sweepstakes in any way shall be disqualified. Additional restrictions may apply.

DISCLAIMERS, WAIVER, RELEASE: BY ENTERING, EACH PARTICIPANT AGREES IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF AN ENTRANT'S ACCESS TO, PARTICIPATION IN, RECEIPT OF AND USE OF THE SWEEPSTAKES, THE PRIZE, OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM OR PERTAINING TO THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISCLAIMER OF WARRANTIES: THE SWEEPSTAKES AND PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DISPUTES: By submitting an entry for the Sweepstakes, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. District Court for the Northern District of Georgia for any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. BY ENTERING THE SWEEPSTAKES, ENTRANT IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA LOCATED IN DEKALB COUNTY, GEORGIA FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES, ANY RELATED AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ENTRANT FURTHER

AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO ENTRANT'S ADDRESS PROVIDED BY ENTRANT WHEN ENTERING THE SWEEPSTAKES SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING IN DEKALB COUNTY, GEORGIA WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS SECTION. ENTRANT FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA LOCATED IN DEKALB COUNTY, GEORGIA AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia.

GENERAL CONDITIONS: By entering or participating in this Sweepstakes, entrants: (a) agree to these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes; (b) agree that the Release Parties are not responsible for printing, typographical, human, distribution, production, or other errors of any kind that may occur in connection with the Sweepstakes, including, without limitation, errors in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any other Sweepstakes related materials; (c) agree to indemnify and hold harmless the Released Parties from and against any and all injuries, claims, damages, or losses of any kind that arise from or are sustained directly or indirectly, in whole or in part, in connection with acceptance or use/misuse of Prize or from participation in the Sweepstakes; (d) by accepting the Prize, winner agrees that the Sponsor and its designees may use winner's name, picture/portrait, likenesses, and/or voice for advertising, trade, and promotional purposes, worldwide in perpetuity, in any and all media now known or hereafter devised, without notification, permission, or additional compensation, unless prohibited by law. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion and, in event of cancellation, Sponsor reserves the right to award the Prize from among all eligible entries received up to the time of impairment of the Sweepstakes.

SPONSOR: [Click here to enter text..](#)

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ABBREVIATED RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. Sweepstakes begins 8:00 AM Eastern Time ("EST") on September 6, 2018 and ends at 11 PM EST on September 14, 2018 (the "Sweepstakes Period"). Sweepstakes is offered only in the fifty (50) United States (and the District of Columbia). Residents of Puerto Rico, the District of Columbia and the States of Arizona, Florida, New York and Rhode Island are ineligible. Must be a legal U.S. resident and at least 18 years or older to enter. The Prize is ipad, YDF merchandise, artist signed merchandise, Getaway at Evergreen Marriott and approximate retail value ("**ARV**") of Prize is \$up to 300. The odds of winning are determined by the total number of Eligible Entries received. See complete Official Rules for details at stonemountainpark.com. The Sponsor of the Sweepstakes is Silver Dollar City Stone Mountain Park, Inc., 1000 Robert E. Lee Blvd, Stone Mountain, GA 30086.