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RULES AND REGULATIONS

Official Spring Break Giveaway Rules and Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

These are the official rules that govern the operation of the Spring Break Giveaway (the "Giveaway") taking place from February 1 - February 28, 2023. This Contest is sponsored by Kids Quest, Inc. (the "Sponsor") and is no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter. **Void where prohibited by law or where prior registration or approval is required, including, but not limited to, Puerto Rico and other US territories or possessions.**

- 1. Eligibility: This Giveaway is open to individuals who meet all the following criteria:
 - a. By entering a submission in the Spring Break Giveaway, you affirm that you are at least 21 years of age, and that you are fully able and competent to enter into terms, conditions, obligations, affirmations, representations and warranties set forth in these official rules.
 - b. You are a Facebook, Instagram, or Twitter follower of Sponsor
 - i. Facebook Handles: @KidsQuestInc @CQArcade
 - ii. Instagram Handles: @kidsquestinc @cyberquestarcade
 - iii. Twitter Handles: @KidsQuest1 @CQArcade
 - c. You confirm that your submission is complete, accurate and void of missing information.
 - d. You are not an employee of Sponsor or any Sponsor parent, subsidiary or group company;
 - e. You are not involved in any part of the administration and execution of this Contest.
 - f. You are not an immediate family (parent, sibling, spouse, child) or household member of:
 - i. An employee of the Sponsor or a Sponsor parent, subsidiary or group company; or
 - ii. A person involved in any part of the administration and execution of this Contest.
 - g. Each entrant will be responsible for ensuring that their participation in, and entry into, this contest is valid and in compliance with their relevant local law. This Giveaway is void where prohibited by law and where prior registration or approval is required including, but not limited to, Puerto Rico and other US territories or possessions.
- 2. **Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decision of Kids Quest, Inc. as final and binding as it relates to the content and winners of this Contest.
- 3. **Giveaway Period:** Entries will be accepted online starting Wednesday, February 1, 2023 at 12:00AM CST and ending Tuesday, February 28, 2023 at 11:59PM CST.
- 4. **How to Enter:** The Giveaway must be entered by submitting an entry using the online form provided at kidsquest.com/promotional/staycationgiveaway. The entry must fullfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete, or do not adhere to the rules or specifications, may be disqualified at the sole discretion of the Sponsor.
 - a. You may only enter once per day. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of the Sponsor.

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- 5. **Prizes:** The Winner of the Giveaway (the "Winner") will receive:
 - <u>Arizona Boardwalk:</u> Family 4-pack of OdySea Aquarium tickets, Family 4-pack of Butterfly Wonderland tickets and 4 Johnny Rockets VIP cards (includes hamburger, fries, and a drink); a \$100 Cyber Quest Arcade Club Card (voucher). \$434.05 Approximate total (\$) value.
 - Boulder Station Hotel and Casino: A two-night hotel stay and a \$50 dining credit; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$280.00 Approximate total (\$) value.
 - <u>Cliff Castle Casino Hotel:</u> A two-night hotel stay; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$350.00 Approximate total (\$) value.
 - <u>Coushatta Casino Resort:</u> A one-night hotel stay and dinner for two (2) at Big Sky Steakhouse;
 a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$500.00
 Approximate total (\$) value.
 - Green Valley Ranch Resort Spa and Casino: A two-night hotel stay and a \$50 dining credit; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$510.00 Approximate total (\$) value.
 - Mohegan Sun: A one-night hotel stay (redeemable Sunday Thursday), a \$125 food and beverage credit; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$400.00 Approximate total (\$) value.
 - Northern Quest Resort & Casino: A one-night hotel stay and a \$50 Northern Quest gift card; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$250.00 Approximate total (\$) value.
 - Paragon Casino Resort: A one-night hotel stay, a \$100 dining credit, two (2) Paragon Cinema movie passes, a \$50 Spa La Vie credit and one (1) round of golf at Tamahka Trails Golf Course; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher).
 \$579.00 Approximate total (\$) value.
 - Red Hawk Resort + Casino: A \$100 dining credit at a restaurant of your choice; a \$50 Kids
 Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$200.00 Approximate
 total (\$) value.
 - Red Rock Casino Resort and Spa: A two-night hotel stay and a \$50 resort credit; a \$50 Kids
 Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$650.00 Approximate
 total (\$) value.
 - <u>Santa Fe Station Hotel and Casino:</u> A one-night hotel stay and a \$50 dining credit; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$250.00 Approximate total (\$) value.
 - Soaring Eagle Casino & Resort: A one-night hotel stay, \$100 dining credit and \$200 spa credit;
 a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$550.00
 Approximate total (\$) value.
 - <u>Sunset Station Hotel and Casino:</u> A two-night hotel stay and a \$50 dining credit; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$400.00 Approximate total (\$) value.
 - <u>The Outlets at Wind Creek Bethlehem:</u> A one-night hotel stay; a \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$270.00 Approximate total (\$) value.
 - Avi: A \$50 Kids Quest gift card. \$50.00 Approximate total (\$) value.
 - <u>Treasure Isand</u>: A \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$100.00 Approximate total (\$) value.

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- a. The actual or appraised value of the prize may differ at the time of selection. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution shall be permitted except at the Sponsor's discretion.
- b. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by the Winner is permitted. Acceptance of prize constitutes permission for the Sponsor to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. **Odds:** The odds of winning depend on the number of eligible entries received.
- 7. **Winner Selection and Notification:** Winners will be selected at random under the supervision of the Sponsor. Winners will be notified by email on Wednesday, March 1, 2023, following the selection of the Winner. The Sponsor shall have no liability for the Winner's failure to receive notices due to spam, junk email or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information.
 - a. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 5 business days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate winner will be selected. Receipt by the Winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations.
 - b. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (at Kids Quest, Inc.'s sole discretion) WILL RESULT IN THE WINNER'S DISQUALIFICATION AS THE WINNER OF THE CONTEST, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.
- 8. **Rights Granted by You:** By entering this Giveaway, You understand and agree that Kids Quest, Inc., anyone acting on behalf of Kids Quest, Inc. and Kids Quest, Inc. licensees, partners, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.
- 9. **Terms & Conditions:** Kids Quest, Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should a virus, bug, non-authorized human intervention, fraud, or other cause beyond the Kids Quest, Inc.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such a case, Kids Quest, Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Kids Quest, Inc. Kids Quest, Inc. has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, Kids Quest, Inc. ("Sponsor") reserves the right to seek damages to the fullest extent permitted by law.
- 10. **Limitation of Liability:** By entering, you agree to release and hold harmless Kids Quest, Inc, and its parent company, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Giveaway and/or his/her acceptance, possession, use or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of



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any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Giveaway; (v) electronic or human error in the administration of the Giveaway or the processing of entries.

11. Disputes: THIS GIVEAWAY IS GOVERNED BY THE LAWS OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of the participating in this Giveaway, the participant ("You") agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway). The participant further waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Kids Quest, Inc. website.

The Sponsor of the Spring Break Giveaway is Kids Quest, Inc. and can be contacted through the following:

Attn: Spring Break Giveaway Kids Quest Marketing Department 3405 Annapolis Lane N. Suite#100 Plymouth, MN 55447

Email: socialmedia@kidsquest.com