

Foodie Fanatic Travel Package 2021 Sweepstakes Official Rules

The following sweepstakes is intended for viewing in the 50 United States and shall only be construed and evaluated according to United States law. No purchase necessary. Void where prohibited by law. Participation constitutes entrant's full agreement and acceptance to these rules.

The Foodie Fanatic Travel Package to Sioux Falls ("sweepstakes") is hosted by Experience Sioux Falls (formerly Sioux Falls Convention & Visitors Bureau) ("administrator"). The sweepstakes is open to legal residents of the 50 United States who are at least 21 years of age and have a physical address in the United States. This promotion is governed by US law and is subject to all applicable federal, state, and local laws and regulations. Employees of Experience Sioux Falls and parent companies, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and members of the immediate family or household of each are not eligible to participate. Immediate family member is defined as a parent, sibling or any person residing in the same household as an employee.

The sweepstakes begins on December 30, 2020 and ends on March 31, 2021 at 11:59:59p.m. CST ("sweepstakes period"). Visitors to the promotion may register at ExperienceSiouxFalls.com/Foodie or EperienceSiouxFalls.com/DinersSD. Multiple entries will be accepted, but it does not increase your chances of winning. Participants will be asked to provide your first name, last name, email address, date of birth, city, state, zip code, and travel interest. Prize Winner information will be available after April 15, 2021. Once participants have finished the registration process on ExperienceSiouxFalls.com/Foodie or ExperienceSiouxFalls.com/DinersSD, they will be officially entered to win prize. All entries become the property of Experience Sioux Falls and/or the South Dakota Department of Tourism and will not be returned.

The Administrator and each of their respective shareholders, employees, parents, directors, officers, affiliates, representatives, agents, successors, and each of their related companies, agencies, distributors, sponsors and all prize suppliers/participants are not responsible for lost, damaged, stolen, late or misdirected entries, and all such entries are ineligible. Administrator reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the promotion.

One (1) winner (the "Grand Prize Winner") will be randomly selected by the Administrator. The Grand Prize Package will consist of the following:

Foodie Fanatic Travel Package for up to four (4) people:

(Valid for entry between December 30, 2021 and March 31, 2021)

- **Bread & Circus Sandwich Kitchen** \$50 Gift Card
- **Daily Clean Food & Drink** \$30 Gift Card
- **Lalibela Restaurant** \$25 Gift Card
- **Look's Marketplace** \$50 Gift Card
- **'O' So Good Garretson** \$50 Gift Card
- **Urban Chislic** \$40 Gift Card
- Four (4) **Sioux Falls** T-shirts (Adult sizes) (\$20)
- **Holiday Inn Express & Suites Airport** three-night weekend stay (Thurs/Fri/Sat) – King Suite with Balcony (\$567 +tax)
- **\$50 Travel Reimbursement** Gift Card
- Total Value \$882

Redeemable April 1, 2021-December 30, 2021.

No cash will be provided, and any unused portion of the prize will be forfeited.

No purchase necessary.

Blackout dates apply at the participating hotel.

Any additional transportation, room, and/or meal expenses are the sole responsibility of the prize winner.

Please note the Grand Prize may not be transferred, substituted, or redeemed for cash and cannot be used in conjunction with any other promotion. The Administrator reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Any portion of prize not accepted by the Grand Prize winner will be forfeited.

One (1) Grand Prize Winner will be selected from all eligible entries in a random drawing held on or about April 1, 2021 by Administrator, whose decisions are final and binding in all respects. Odds of winning depend on the number of eligible entries received. Grand Prize Winner will be notified by email. If a potential Grand Prize Winner cannot be reached after a reasonable effort has been made during two (2) business days from the first notification attempt, such person may be disqualified, with an alternate Grand Prize Winner selected.

Prize Winner and guests will be required to execute a Liability Release and W-9 form. Release and W-9 forms must be signed and returned within five (5) business days of Prize Winner's receipt of the documents. Failure by Prize Winners to execute documents or if a Prize Winner is found to be ineligible, or does not comply with the Official Rules, he/she will be disqualified, and an alternate Prize Winner will be selected. Except where prohibited by law, the Prize Winner's acceptance of the prize constitutes permission for the Administrator to use said Prize Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

This sweepstakes is subject to these Official Rules. By participating, entrants agree to be bound by these Official Rules and the decision of the Administrator and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. By entering, Sweepstakes entrants ("Participants in the Sweepstakes") release and hold harmless the Experience Sioux Falls, South Dakota Department of Tourism, City of Sioux Falls, Greater Sioux Falls Chamber of Commerce, Bread & Circus Sandwich Kitchen, Daily Clean Food & Drink, Lalibela Restaurant, Look's Marketplace, 'O' So Good Garretson, Urban Chislic, Holiday Inn Express & Suite Airport, and their respective parents, subsidiaries, affiliates, directors, officers, employees and agents, from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this Sweepstakes or any prize won including without limitation, all Prizes. Prize Winner and entrants agree that the Administrator shall not be responsible or liable for losses or injuries of any kind resulting from participating including, but not limited to, typographical or other human or technical errors in the offer or administration of this promotion, errors in advertising or in these Official Rules, the selection and announcement of the Prize Winner, or the distribution of the Prizes, the acceptance/possession and/or use/misuse of any part of the Prizes and/or any injury or damage to entrant's or third person's property related to or resulting from any part of the Prizes or any part of this Sweepstakes. Administrator, in its sole discretion, may disqualify any entrant from participation in the use of any or all portions of this sweepstakes, and refuse to award the Prizes, if entrant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the sweepstakes or detrimental to other entrants of the sweepstakes. Administrator reserves the right at its sole discretion to disqualify entrant, if entrant attempts to tamper with the promotion process, undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices.

Administrator reserves the right to cancel, terminate, modify, or suspend the promotion in the event the fairness or integrity of the promotion is compromised. In the event of cancellation/termination, a Prize Winner will be selected from among all eligible entries as of the cancellation/termination date. Entrants agree that Administrator may void any part of the Prizes that entrant may have won and/or require the return of any part of the Prizes that entrant may have won as a result of such improper conduct. Entrants further acknowledge that the forfeiture of part of the Prizes and/or return of any part of the prize(s) shall in no way prevent Administrator from pursuing other avenues of recourse such as criminal or civil proceedings in connection with such conduct.

For an additional copy of these Official Rules, send a self-addressed, stamped envelope by March 31, 2021 to: "Fanatic Foodie Travel Package to Sioux Falls", 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104. Specify "Official Rules" or email info@experiencesiouxfalls.com.

This Sweepstakes is governed by the laws of the United States and the State of South Dakota, without respect to conflict of law doctrines. As a condition of participating in this Sweepstakes, entrants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in South Dakota having jurisdiction. Further, in any such dispute, under no circumstances will entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (e.g., costs associated with participating), and entrant further waives all rights to have damages multiplied or increased.

Administrator: Experience Sioux Falls (formerly Sioux Falls Convention & Visitors Bureau), 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104.