

2025 Sioux Falls Summer Photo Contest Official Rules

The following contest 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 2025 Sioux Falls Summer Photo Contest ("contest") is hosted by Experience Sioux Falls ("administrator"). The contest is open to legal residents of the 50 United States who are at least 18 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 contest begins on July 1, 2025 and ends on September 22, 2025 at 11:59:59p.m. CST ("contest period"). Following the contest period, ten (10) winners will be selected to receive a Sioux Falls prize pack ("prize").

Visitors to the contest may enter to win at ExperienceSiouxFalls.com/PhotoContest. Participants must upload summer photos in Sioux Falls to be entered to win. Multiple entries are accepted. Participants will be asked to provide their name, email address, photo location(s), and social media handles (optional). Prize Winners information will be available by September 30. Once participants have finished uploading their photos through the uploader on ExperienceSiouxFalls.com/PhotoContest, they will be officially entered to win the prize. All entries become the property of Experience Sioux Falls 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 contest.

Ten (10) winners (the "Prize Winners") will be selected by the Administrator. Each prize pack will include the following:

Sioux Falls Summer Photo Contest Prize Pack

(Valid for entry between July 1, 2025 – September 22, 2025.)

- \$25 gift card to a Sioux Falls restaurant or shop (\$25)
 - Falls Park coffee mug (\$10)
 - Experience Sioux Falls t-shirt (\$10)
 - Three (3) Sioux Falls stickers (\$10.50)
- Total Value: \$56

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

No purchase necessary.

The Administrator reserves the right to substitute an item of equal or greater value if an advertised prize becomes unavailable.

Ten (10) Prize Winners will be selected from all eligible entries in a selection of the best photos uploaded held within a few days after September 22 by Administrator, whose decisions are final and binding in all respects. The Prize Winners will be notified by email. If a potential 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 Prize Winner selected.

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 contest 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 Contest or these Official Rules. By entering, Contest entrants ("Participants in the Contest") release and hold harmless Experience Sioux Falls, City of Sioux Falls, 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 Contest 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 Contest. Administrator, in its sole discretion, may disqualify any entrant from participation in the use of any or all portions of this contest, 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 contest or detrimental to other entrants of the contest. Administrator reserves the right at its sole discretion to disqualify entrants, if entrant attempts to tamper with the promotion process, undermine the legitimate operation of the contest 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 September 22, 2025 to: "Sioux Falls Summer Photo Contest", 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104. Specify "Official Rules" or email info@experiencesiouxfalls.com.

This Contest 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 Contest, 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, 200 N. Phillips Ave. Suite 102, Sioux Falls, SD 57104.