## OFFICIAL RULES

# 2023 Wedding Show Giveaway

## 1. SPONSORS

The 2023 Wedding Show Giveaway ("Contest") is sponsored by HOA Hotels LLC, Johnny's Italian Steakhouse LLC, Lavender Blue Floral Artistry, LLC, and S. Ryan, LLC d/b/a Complete Weddings + Events ("Sponsors").

### 2. ELIGIBILITY

The Contest is open to those who are at least 18 years old at the time of entry and hold a valid State-of-Iowa-issued form of identification. Only one individual's name may be associated with each entry. Employees of the Sponsors, as well as the employees of other companies associated with the promotion of the Contest, and the immediate family ("immediate family" is defined as spouse, son, daughter, sister, brother, mother, father, step-children, step-siblings and step-parents) of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

#### 3. AGREEMENT TO OFFICIAL RULES

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsors, which are final and binding. Winning the Contest is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein. The Sponsors reserves the right to disqualify a participant if the Contest rules are violated in any way. Official Rules are available during regular business hours at 515 E. Locust, Suite 100, Des Moines, Iowa 50309 and on the Contest website, <a href="https://rewindhotel.com/wedding-giveaway/">https://rewindhotel.com/wedding-giveaway/</a>. Official Rules will be provided upon request. Official Rules are subject to change without notice.

## 4. CONTEST PERIOD

The Contest is on April 2, 2023 from 12pm-3pm central standard time. Entries may not be made before or after the official Contest period will be disqualified. Entries will be accepted for the duration of the Contest period only.

#### 5. HOW TO ENTER

#### NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN

Entrants must enter the Contest on-site at the Rewind Wedding Showcase on April 2, 2023 from 12pm-3pm central standard time, at 6075 Mills Civic Parkway, West Des Moines, Iowa 50266. Entrants must fully complete the passport provided to them at the Rewind Wedding Showcase and return it to the front desk.

All entrants will be required to provide Sponsors with their legal name, e-mail address (if applicable) and telephone number. By entering the Contest, all entrants agree that the Sponsors may use his/her voice, name, photograph and likeness for promotional purposes and waives any claim of royalty or right of further remuneration for any such promotional use.

The Sponsors and its respective directors, officers, employees and members assume no responsibility for incorrect, invalid, terminated or non-functioning e-mails or lost, incomplete, late, illegible or undelivered entries.

The Contest is void where prohibited by law.

### **PRIZE**

The Wedding Giveaway Prize includes the following from each of the Sponsors, to be used at a single event wedding:

Rewind Hotel & Johnny's Italian Steakhouse:

- \$5,000 Food Credit via Johnny's Italian Steakhouse (alcohol excluded)
- \$2,000 Reception Room Rental (access to room provided 8 am to midnight the day of wedding)
  - Does not include alcohol sales, Tax, Gratuity/Service Wages (25%)/Bartender Fee's (\$100 per bartender for 5 hours)

Lavender Blue Florals: \$2,000 Floral Credit

<u>Complete Weddings+ Events</u>: \$5,400 Credit (\$1,200 DJ Service, \$2,000 Photography Service, \$2,200 Videography Service)

Retail value of the Prize is \$14,400. There is no cash prize or alternative prize.

Winners will receive their Prize, subject to payment by the winner of all applicable taxes, and subject to the additional details and restrictions as provided herein. The Sponsors and their respective parents, subsidiaries, affiliates, and other companies associated with the Contest make no claims of merchantability of the Prize.

## 6. CONTEST ODDS

The odds of being selected as the winner depend on the number of entries into the contest. If 1,000 entries are made and only a single entry is made by each entrant, the odds of being a winner are 1:1,000.

## 7. PRIZE DRAWING

The winner of the Prize Package will be determined on or about April 4, 2023, as provided herein, at which time the winner will be contacted. Contest entrants need not be present to win.

## 8. WINNER NOTIFICATION

The winner will be announced by on air by iHeart Radio/KISS FM during a live radio broadcast. The name of the winner and their respective city (but not street address) will also be placed on the Contest website immediately following selection.

The winners will have until the end of day the following business day to claim their Prize. If a Prize is not claimed, the Sponsors shall select another winner.

The winner will be required to sign a release form to claim their Prize and provide the Sponsors with a signed statement confirming his or her eligibility under these Rules and applicable law, plus a valid State- of-Iowa-issued form of identification and social security number. By claiming the Prize and signing the release form, the winner releases the Sponsors and their officers, directors, members, employees, subsidiaries, and affiliates from any and all claims, liabilities, and/or damages arising directly or indirectly out of the award and/or use of their Prize. The Sponsor is not responsible for illness, death or injury which may be sustained in conjunction with participation in the Contest and/or the use of a Prize awarded.

#### 9. GENERAL CONDITIONS

In the event that the operation, security, or administration of the Contest is impaired in any way, for any reason, including but not limited to fraud or unauthorized human intervention or other technical problems, or in the event that the Contest is unable to run as planned for any other reason, as determined by the Sponsors in their sole discretion, the Sponsors may, in their sole discretion, either a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or b) award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsors reserves the right at their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the legitimate operation of the Contest. Such activities may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. Decisions of the Sponsors are final.

#### 10. RELEASE AND LIMITATIONS OF LIABILITY

Contest participants agree to release and hold harmless the Sponsors and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents ("Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt and/or use of a Prize. This includes but is not limited to:

- a) Technical errors associated with the Contest, such as lost, interrupted, or unavailable Internet Service Provider (ISP) access, or network, server, wireless service provider, or related connection errors. Said technical errors may also include the unavailability, limited accessibility, or miscommunication of a failed computer, satellite, telephone, cellular tower, or cable transmission line, or a technical failure or jumbled, scrambled, delayed, or misdirected transmission or computer hardware or software malfunction, or failure;
- b) Unauthorized human intervention in the Contest;
- c) Mechanical, electronic, human, and printing and/or typographical errors;
- d) Application downloads and/or failures;
- e) Any other errors or problems pertaining to the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, or the incorrect downloading and processing of entries or any Contest-related materials;
- f) Injury, death, loss, or damage of any kind, to persons and/or property which may be caused, directly or indirectly, in whole or in part, from the entrant's participation in the Contest or acceptance, receipt, or misuse of a Prize (including any travel or activity related thereto). Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall an entrant be entitled to receive attorney's fees; and/or
- g) Incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## 11. DISPUTES

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of Polk County, Iowa. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Iowa, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Iowa.

## 12. <u>LEGAL PROCESS</u>

In the event that a Prize winner is subject to, or the subject of, any order or legal process issued by any governmental agency having jurisdiction over the affairs of the winner (e.g., garnishment, child support order, judgment, lien, and the like), the Sponsor's delivery of a Prize to an official representative of the governmental entity claiming a right to the Prize shall be deemed to be the award of the Prize to the winner. The Sponsors shall be entitled to rely in good faith upon any documents presented by the representatives seeking to collect the Prize in lieu of the winner. The Sponsors shall not be liable for any claim by winner for damages incidental thereto.

#### 13. FINANCIAL OBLIGATION

The winner assumes the financial obligation for local, state and federal taxes and all applicable fees based on the value of their Prize. In accordance with IRS regulations, the Prize winners will be furnished an IRS Form 1099 (miscellaneous income). For additional information, winners should consult their tax advisor. The winner will be entirely and solely responsible for paying any such taxes. No other fees, taxes and/or penalties will be paid by the Sponsors in connection with the Contest unless specifically outlined in these rules.

#### 14. PRIZE DETAILS/RESTRICTIONS

- a) Winner shall be fully responsible for all expenses of the wedding in excess of the Prize amounts and may be required to provide Sponsors with deposits if services selected for the wedding exceed the Prize amounts.
- b) Winner cannot gift the Prize or any part of the Prize to a 3<sup>rd</sup> party.
- c) Prize is to be used at the Rewind Hotel on the day of the wedding and cannot be split into multiple events. If a portion of the Prize is not used on the day of the wedding, such portion of the Prize will terminate and no longer be eligible for redemption.
- d) Unredeemed portions of the Prize cannot be rolled into other portions of the Prize. For example, if the couple does not use the DJ service, they cannot use the value for more food or floral arrangements.
- e) Wedding date shall be on a Friday or Sunday, based on availability.
- f) Prize may not be redeemed on a holiday weekend.
- g) Prize must be redeemed by December 31, 2024.