

SUNSEEKER FLYAWAY SWEEPSTAKES

SPRING TRAINING ULTIMATE FAN GETAWAY

Official Rules & Regulations

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

- 1. Eligibility:** The Sunseeker Flyaway Sweepstakes (the “Promotion”) is open to persons who are legal residents of the 50 United States and the District of Columbia (the “Territory”), are age twenty-one (21) years and older and located in the Territory at the time of entry, and who have an active email address. Sunseeker Florida, Inc. (“Sponsor”) and its respective parents, subsidiaries and affiliated companies, sales representatives, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees and agents (collectively, “Promotion Parties”), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void where prohibited by law. By entering the Promotion, participants agree to abide by and be bound by these Official Rules and decisions of the Sponsor, which shall be final in all matters relating to the Promotion.
- 2. Agreement to Rules:** By participating in the Promotion, the contestant (“You”) agree to be fully unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the content of this Promotion.
- 3. Promotion Period:** Entries will be accepted starting at 12:01 am EST on February 26, 2024 and ends at 11:59 pm EST on March 3, 2024 (the “Promotion Period”). All entries must be received by 11:59 pm EST on March 3, 2024.
- 4. How to Enter:** Entries can be made online at <https://www.sunseekerresorts.com/flyaway-sweeps> (“Website”). Follow the on-screen directions, complete all required registration fields, and submit to enter (the “Entry”). Entrants must complete all required information and “click the box” to adhere to these Official Rules. The Entry must fulfill all Promotion requirements, as specified herein, to be eligible to win a prize (“Prize”). Entries that are incomplete or do not adhere to these Official Rules or specifications may be disqualified at the sole discretion of Sponsor.

You will need an Allegiant Allways Rewards™ account to receive the airfare portion of the Prize in this Promotion. If You do not have an Allegiant Allways Rewards™ account, You may enroll for free by going to <https://www.allegiantair.com/deals/allways-rewards>. Click “Get Started” and complete your enrollment. Entrants must complete all required information and be active Allways Rewards™ member to adhere to these

Official Rules.

5. Prizes and Approximate Retail Value (“ARV”):

- One Premium King Harbor View Room double occupancy stay for Two (2) nights at Sunseeker Resorts (ARV \$850).
- \$500 Food & Beverage Credit to be used throughout any one of Sunseeker’s 20 dining outlets
- Round Trip Airfare for Two (2) People, awarded as 50,000 Allways Rewards™ Points for a value of \$500
- Two (2) VIP tickets to a weekend game of your choice (applies to March 2024 season games only ARV \$120)
- \$250 Rideshare Gift Card for Transportation to and from Ballpark and Airports
- Game Day apparel (delivered as welcome amenity upon check-in ARV \$150)

TOTAL ARV: \$2,370 (and in all cases less than \$5,000).

There will be one (1) total winner (collectively the “Winner”).

Prize must be accepted as awarded. Allways Rewards™ points are subject to Allways Rewards™ expiration rules, meaning points are subject to expire after 24 months of inactivity. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, Allegiant travel vouchers or certificates. Actual/appraised value may differ at time of Prize award but will in all cases be less than \$5,000. The specifics of the Prize shall be solely determined by Sponsor. No cash or other Prize substitution shall be permitted except at Sponsor’s sole discretion. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such Prize (or portion thereof) with a prize of equal or greater value, but in all cases less than \$5,000. 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 the Winner. For tax reporting purposes, the Prize Winner will be issued and required to complete one or more U.S. IRS forms for the fair market value of the prize, and the Winner may be required to provide Sponsor with a valid social security number, tax identification number or other information before the Prize will be awarded. Arrangements for delivery of Prize(s) will be made after Winner validation. Prize(s) will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor’s discretion, unclaimed Prize(s) may not be awarded. Acceptance of Prize constitutes permission for Sponsor to use 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: Winner will be selected on March 4, 2024 in a random drawing and will be contacted via email and once confirmed, will be announced on Sunseeker Resort’s Instagram account on an Instagram Story. If Winner cannot be contacted, is ineligible, fails to claim the Prize within 2 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 selected. Receipt by Winner of the Prize offered in this Promotion is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE PROMOTION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Additional Conditions for Travel Prize Winners: Sponsor is not responsible for flight cancellations, weather conditions or accommodation requests or any other circumstance beyond its control, or for inability of Winner to travel in accordance with these Official Rules. Winner's guest must be 18 years of age or older, unless the Winner is the parent/legal guardian of the guest. Winner and guest must be available to travel on the same itinerary. Dates of trip, location, travel arrangements and accommodations are at Sponsor's sole discretion, and are subject to availability and change. All other expenses not specifically mentioned herein, including, but not limited to, meals, gas, parking fees, insurance, tolls, beverages, activities, incidental hotel expenses, additional transportation, taxes and/or gratuities are the sole responsibility of the Winner. The Winner is responsible (at his/her expense) for ensuring that he/she has a valid required travel documentation. The Winner must comply with all airline and security requirements. Additional terms and conditions located at www.allegiantair.com apply to air travel.

9. Entrant Verification: In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be declared made by the person in whose name Entry was made. Sponsor reserves the right to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) for any reason Sponsor deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of Sponsor, within the timeline specified by Sponsor, may result in disqualification by Sponsor, in its sole discretion.

10. Disqualification: Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by Sponsor in its sole and absolute discretion) will be void and will not be entered into the Promotion. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the Entries and the responsible entrant(s). Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.

11. Limitations: Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor for any reason; (ii) mail that is received postage-due; (iii) any problems or technical

malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of Prize winners; (ix) by any human, or other error, which may occur in this Promotion; or (x) cheating or fraud by any participant. All incomplete or non-conforming entries (as determined by Sponsor in its sole and absolute discretion) will be disqualified.

12. Releases: By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or Prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or Entry, in each case including the actual or alleged negligence of the Promotion Parties; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

13. Publicity: Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and Promotion Parties and their agencies and designees to use entrants' names, social media handles, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.

14. Rights Granted by You: By entering this Promotion (e.g., photo, video, text, etc.), You understand and agree that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, 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 Promotion, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

15. Terms & Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Promotion or website or violates these Official Rules.

Sponsor has the right, in its sole discretion, to maintain the integrity of the Promotion and to void entries for any reason. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

16. Limitation of Liability: By entering, You agree to release and hold harmless Sponsor and the Promotion Parties, 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) Your participation in the Promotion and/or Your 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 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 Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. You acknowledge that the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram.

17. Privacy: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://www.sunseekerresorts.com/privacy-policy>. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives may store, share and use the personal information he/she submitted with his/her Entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.

18. COVID-19 Release. You understand that Sponsor has instituted all applicable policy and procedure changes to its day to day operation as recommended and mandated by applicable federal and state authorities and the Centers for Disease Control and Prevention. This includes, but is not limited to, providing personal protective equipment and supplies to its team members and an increase in the frequency of cleaning of its aircraft. By entering into this Promotion and accepting the Prize, You and anyone else booked on Your itinerary, voluntarily assume all risks of exposure to COVID-19 and are subject to the Release and Limitation of Liability set forth above.

19. Disputes: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA

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

20. Severability & Conflicts: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

21. Sponsor: The Sponsor of the Promotion is Sunseeker Florida, Inc. The Sponsor administers the Promotion. Sponsor's address is 5500 Sunseeker Way, Charlotte Harbor, FL 33980. Entries not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Sponsor only by email at marketing@sunseekerresorts.com.