

Fort Myers - Islands, Beaches and Neighborhoods

Calusa Blueway Challenge

SWEEPSTAKES OFFICIAL RULES:

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.

THIS SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA AGED 18 YEARS OR OLDER WHO HAVE MET THE THRESHOLD OF LOCATIONS CHECKED IN AT ON THE CALUSA BLUEWAY CHALLENGE PASS BEFORE FEBRUARY 28, 2025. VOID WHERE PROHIBITED BY LAW OR REGULATION.

1. SWEEPSTAKES TIMING:

Fort Myers - Islands, Beaches and Neighborhoods Calusa Blueway Challenge Pass Giveaway (the **"Sweepstakes"**) begins on Monday, April 1, 2024, at 10:00:00 a.m. Eastern Time (**"ET"**) and ends on Friday, February 28, 2025 at 11:59:59 p.m. ET (the **"Sweepstakes Period"**). At the end of the Sweepstakes Period, a random drawing will be conducted from among all eligible entries received to select two (2) prize winners (**"Winner"**). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each Entrant (as defined below) unconditionally accepts and agrees to comply with and abide by these official rules (**"Official Rules"**) and the decisions of Fort Myers - Islands, Beaches and Neighborhoods, 2201 2nd Street, Suite 600, Fort Myers, FL 33901 (**"Sponsor"**), and (the **"Administrator"**), whose decisions shall be final and legally binding in all respects.

2. ELIGIBILITY:

Employees, officers, and directors of Sponsor, Administrator, MMGY Global, and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents (collectively, the **"Sweepstakes Entities"**), and each of their immediate family members (as defined by the IRS including spouse, parents, grandparents, siblings, children and grandchildren) and/or people living in the same household (whether or not related) are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations. Sponsor's database clock will be the timekeeper for this Sweepstakes. **This Sweepstakes is void where prohibited by law or regulation.**

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3. HOW TO ENTER:

- Fill in all the required information to sign up for the Calusa Blueway Challenge Pass
- Check in at 75% of locations in the pass (the exact number is listed in the post sign-up description. Number of check-in locations subject to change without notice.)
- No extra steps are needed after the above is complete.

LIMIT: One (1) entry per person over the Sweepstakes Period.

By participating in this Sweepstakes, each entrant fully and unconditionally agrees to and accepts these official rules and the decisions of the sponsor and administrator, which will be final and legally binding in all matters relating to the Sweepstakes.

Entrants found using multiple accounts to enter this Sweepstakes will be disqualified. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. The potential Winner may be required to show proof of being the authorized account holder.

Each entry submitted in this Sweepstakes will be referred to herein as a “**Submission.**” ALL SUBMISSIONS MUST COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND WITH THE GUIDELINES AND RESTRICTIONS SET FORTH IN THESE OFFICIAL RULES. SUBMISSIONS ARE NOT PERMITTED CONTENT THAT VIOLATES THE LAW OR PROMOTES ILLEGAL, OBSCENE, INAPPROPRIATE AND/OR UNSAFE BEHAVIOR OR OTHERWISE INCLUDES CONTENT THAT VIOLATES THE GUIDELINES AND RESTRICTIONS OF THESE OFFICIAL RULES.

Participating by using entrant's mobile device, standard data fees may apply. Entrant agrees to incur any and all charges demanded by entrant's wireless carrier.

Use of Data. Sponsor will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy [https:// https://www.visitfortmyers.com/privacy-policy](https://www.visitfortmyers.com/privacy-policy). By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. You are supplying your personal information to the Sponsor.

NOTE: Tampering with the entry process or the operation of the Sweepstakes is prohibited, and any entries deemed by Sponsor or Administrator, in their sole discretion, to have been falsely submitted will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

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4. PRIZE/ODDS:

Only the prizes listed below will be awarded in this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

First (1) Prize:

Winner will receive a 2024 Performer 11' Inflatable Paddle Board in the colour Deep Sea/Isle Green.

Approximate retail value ("ARV") is \$999.

Second (2) Prize:

Winner will receive a Tarpon Lodge Gift Certificate for two (2).

- Valid for a 2-Night Stay
- Valid based on a water view room (excluding efficiencies)
- May not be redeemed on holidays or associated weekends
- Not valid for use February through May
- For consecutive nights only if the stay is for more than one night
- Cannot be used for an online booking; must call 239-283-3999 to book reservation
- Cancellations made less than 2 weeks in advance will cancel the terms of this gift certificate
- Expiration Date: 1/30/2026.

Approximate retail value ("ARV") is \$515 (includes tax).

All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to resort incidentals, food, beverage, gratuities, personal purchases, or any other expenses are the responsibility solely of the Winner. Sponsor will not replace any lost, mutilated, or stolen prizes. Actual value may vary based on fluctuations in the marketplace.

Winner will not receive the difference between actual and approximate retail value. Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees.

5. WINNER SELECTION AND NOTIFICATION:

A random drawing to be conducted on or about **March 10, 2025**, from all eligible entries received throughout the Sweepstakes Period. Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator. Potential prize Winner will be notified within two (2) business days of the drawing date.

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Winner will be notified by email or by phone by the Sponsor based on the information supplied by the Winner when entering the Sweepstakes. Potential Winner may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 taxpayer request for identification, within (3) business days of attempted notification. If a potential winner fails to respond to any notification attempt within (3) business days of attempted notification, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential Winner may be disqualified and an alternate Winner may be selected (time permitting) from the remaining Eligible Entries received. Once the required documents have been received and verified, the potential winner will be declared the Winner ("**Winner**").

Sponsor shall have no liability for any potential prize winner notification that is lost, intercepted or not received by any potential prize winner for any reason.

6. GENERAL PRIZE RESTRICTIONS/CONDITIONS:

Entrants agree that Sweepstakes Entities **(A)** shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or any Sweepstakes related activity, including but not limited to travel related to any prize activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and **(B)** have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, expressed or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. The Prize is subject to additional terms, conditions and policies.

7. PUBLICITY RELEASE:

Acceptance of any prize shall constitute Winner's agreement and consent to Sponsor and its designees' to use Winner's name, city, state, and/or prize information in connection with this Sweepstakes (collectively, the "**Attributes**"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

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8. RELEASE OF LIABILITY / CONDITIONS OF PARTICIPATION.

A. Release and Indemnity. By participating, Entrant indemnifies, releases and agrees to hold harmless the Sweepstakes Entities (collectively, the “**Released Parties**”), their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

B. Transmission of Information. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, production, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prize in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prize; nor (7) loss or damages resulting from an Entrant’s connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mis-transcribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user’s Internet service provider and/or E-mail client or for insufficient space in user’s E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

C. Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine Winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be acting in violation of the Official Rules of this promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The

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preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. FORCE MAJEURE:

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor has the right (time permitting) to select the Winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type of prize and quantity described in these Official Rules will be awarded. If, for any reason, including without limitation a printing, production or other error, more potential bona fide winners come forward seeking to claim prize in excess of the number of each type of prize set forth in these Official Rules, the Winner, or remaining winners, as the case may be, of the advertised prize available in the prize category in question may be selected in a random drawing from among all persons making valid claims for such prize(s). 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.

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10. GOVERNING LAW/JURISDICTION

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the State of Florida, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

11. WINNER'S LIST:

To obtain the names of the Winners, send a self-addressed stamped envelope to: Fort Myers - Islands, Beaches and Neighborhoods Calusa Blueway Challenge "Winners", 2201 Second Street, Suite 600, Fort Myers, FL 33901. Winner's list will be available after 03/14/25. All such requests must be received by 03/28/25.

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The use of any name or trademark in connection with the prize is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.