Miami-Dade County Fair & Exposition, Inc. 2017 FAIRtastic Giveaway DRAWING BY CHANCE Official Rules

No Purchase or Contribution Necessary to Enter or Win

- 1. Eligibility: This Drawing by Chance is offered to anyone at least 18 years old. Employees, Officers and Directors of the Miami Dade County Fair & Exposition, Inc., ("Fair"), as well as participating prize provider(s), affiliated and subsidiary companies and their advertising and promotional agencies and the immediate family (spouse, mother, father, sister, brother, daughter or son, regardless of where they live) or members of the households of such Employees, Officers and Directors and (whether or not related) are not eligible. By entering, you agree to these Official Rules and the decisions of Fair, which are final and binding in all respects.
- 2. Promotional Period: Promotion begins on January 16, 2017 at 12:00 a.m. Eastern Time (EST), and ends on January 31, 2017 at 11:59 p.m. (EST) ("Promotional Period").
- 3. Entry: No purchase or contribution is necessary. All entries must be complete with your legal name and email address. Only one entry per person. By registering you agree that you would like to receive more information about the Miami-Dade County Fair & Exposition, Inc. and its affiliated partners. (You may opt-out of the receipt of such information at any time).

No responsibility is assumed for lost, late, incomplete, stolen, misdirected, or illegible entries; or for any computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion, or technical failures, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information.

- 4. Prize/Odds: Only one (1) prize will be awarded per promotion, not to exceed \$98.00, as provided by the Fair. Prize consists of two (2) Admission Tickets, two (2) P*O*P Ride Cards and two (2) VIP Seats to the Royal Hanneford Circus. See www.thefair.me for complete details. Odds of winning will depend upon the number of eligible entries received. Void where prohibited by law.
- 5. General Conditions: A random drawing will occur on February 1, 2017. Winner will be notified by email within 72 hours after drawing (Noon EST to Noon EST). Winner will be required to complete, execute and return a mutually agreed upon Affidavit of Eligibility, Liability Release, and where lawful, a Publicity Release within 10 business days of email notification. Failure to return the documents timely, or if the prize notification or prize is returned as non-deliverable, or if winner is found not to be eligible, or not in compliance with these Official Rules, will result in disqualification and an alternate winner will be selected. By accepting the prize, where permitted by law, winners grant to Fair, and those acting pursuant to Fair's authority (and agree to confirm said grant in writing) the right to use and publish his/her name, portrait, picture, voice and likeness for advertising, trade and promotional purposes without additional consideration,

worldwide, and on the World Wide Web, without notification, review or approval. Winner shall be responsible for reporting and payment of all applicable taxes associated with the receipt, use and ownership of the prize. The prize shall be non-assignable and non-transferable. No substitutions or cash in lieu of prize is allowed, except that prize is subject to availability and Fair reserves the right to substitute prizes of equal or greater value. Further, participants release and agree to hold harmless Fair, affiliates, subsidiary companies, advertising and promotion agencies and their respective Directors, Officers, Employees, representatives and agents from any and all liability for any injury, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the prize, participation in any Drawing by Chance related activity, use and publication of his/her name, portrait, picture, voice and likeness for advertising, trade and promotional purposes, or participation in this Drawing by Chance.

Fair reserves the right, at its sole discretion, to disqualify any individual it finds to: be tampering with the entry process, or the operation of the Drawing by Chance, or web site; to be acting in violation of the Official Rules; to be acting in violation of the terms of the Drawing, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods, and disqualify any entrant using any such method. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account will be deemed to be the participant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

6. Limitations of Liability: Fair is not responsible for any incorrect or inaccurate information, whether caused by entry, web site users, tampering, or by any of the equipment or programming associated with or utilized in the Drawing by Chance and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access of its or the users web site. If, for any reason, the Drawing by Chance or a drawing is not capable of running as planned by reason of infection by computer virus, bugs, worms, cancelation of the fair, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Fair, may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Drawing by Chance, Fair reserves the right to select the winner(s) for the Drawing by Chance, from entries received prior to the action taken, or in such other manner as deemed fair and appropriate by Fair and in compliance with Florida law. IN NO EVENT WILL FAIR OR ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE DRAWING. EVERYTHING 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 OR 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.

- 7. Choice of Law: Except where prohibited, entrants agree that any and all claims, judgments and awards shall be limited to the value of the prize awarded in the Drawing by Chance, but in no event attorneys' fees; and under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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 entrant and Fair in connection with the Drawing by Chance, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard for conflicts of law doctrine, and any and all proceedings shall take place in Miami-Dade County, FL.
- 8. Winner's Name: For the name of the winner, send a self-addressed stamped envelope to: Miami-Dade County Fair & Exposition, Inc. 2017 FAIRtastic Giveaway Drawing by Chance Winner, 10901 SW 24th Street, Miami, FL 33165.