

## **Official Rules for The Oyster Shucker Film Panama City, Florida Oyster Trail Trip Sweepstakes.**

**OFFICIAL RULES:** By participating, entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which shall be binding and final as to all matters related to the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws.

**SPONSOR:** Robin Malpass & Associates, Inc., 505 Lake Shore Drive, Suite 4708, Chicago, IL 60611

**TIMING:** The Sweepstakes begins at 6:00 a.m. (CT) on Saturday, October 21, 2023 and ends at 6:00 p.m. (CT) on Monday, August 5, 2024 ("Sweepstakes Period"). The deadline for receipt of entry is 6:00 p.m. (CT) Monday, August 5, 2024

**ELIGIBILITY TO ENTER:** ONLY PERSONS WHO ARE TWENTY-ONE YEARS OF AGE OR OLDER ARE ELIGIBLE TO ENTER TO WIN IN THE UNITED STATES, EXCLUDING THE RESIDENTS OF THE STATES OF RHODE ISLAND (THE "ELIGIBILITY AREA") ONLY AND SHALL BE CONSTRUED ACCORDING TO ILLINOIS LAW. DO NOT PROCEED FURTHER IN THIS SWEEPSTAKES SITE ENTRY IF YOU ARE NOT LOCATED IN THE ELIGIBILITY AREA OR DO NOT MEET THE AGE REQUIREMENTS. The following persons are not eligible for the sweepstakes prize drawing: Persons under the age of 21, and the employees, officers, directors, share holders, partners, members, agents of Robin, Malpass & Associates, Inc., and Destination Panama City, Florida and any parent, subsidiary, affiliated entity, partially owned entity, contractor, concessionaire, consultants, advertising agencies, promotion agencies (collectively, the "Ineligible Parties") and immediate family members of any Ineligible Party. "Immediate family members" means spouses, parents, grandparents, children, grandchildren, and siblings (and any of their respective spouses) of an Ineligible Party.

**HOW TO ENTER:** To enter, complete and submit the online Sweepstakes entry at [www.theoystershuckerfilm.com](http://www.theoystershuckerfilm.com). All entries must include entrant's name, state/zip code/country, and e-mail address. The first and last name provided by online entrants will be the identity of the entrant and, if selected and qualified for a prize, the identity of the winner. The use of a bogus name or e-mail address will disqualify an entrant. There is a limit of one (1) entry per e-mail address, per person, and/or per family or household. Any duplicate entries, after the first entry, will be void. By entering the Sweepstakes, an entrant consents to receiving additional promotional information. All entrants agree to abide by these Official Rules. All entries become the property of The Oyster Shucker Film. In the event of a dispute, the "entrant" for e-mail entries is the person in whose name the e-mail account is held. Robin Malpass & Associates, Inc., is not responsible for lost, late, incomplete, illegible, postage due, misdirected or

mutilated mail or e-mail; for failed, partial or garbled computer transmissions; or for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software which may limit an entrant's ability to participate in this Sweepstakes.

**PRIZES:** One (1) potential winner will be selected by a random drawing on or about two (2) days after the contest date has expired from all eligible online entries received by 6:00 p.m. (CT) on the day and time the promotion expires. The administration of the Sweepstakes and the drawing will be overseen by the sponsor, Robin Malpass & Associates, Inc., whose decisions are final and binding in all respects related to the administration of the Sweepstakes and the selection of potential winner. The winner must be able to claim his/her prize within three days (72 hours) or an alternate winner will be selected.

The following prize will be given away:

**Grand Prize (1):** One grand prize winner will win a two-night stay at Hotel Indigo, Panama City, Florida with a \$100 room credit for Tarpon's or Steam on 5 Hote Indigo restaurants, and a \$100 gift card to the St. Andrews Bodega. Prize materials must be used by December 31, 2024.

Odds of winning depend on the number of eligible entries received. The winner must pay applicable taxes, if any, on the accepted prize.

1. The potential Grand Prize winner will be notified by telephone, e-mail or mail by a Robin Malpass & Associates' representative. The winner must be able to claim the prize within 3 days (72 hours).
2. If a potential winner has not responded within the specified 3 days, the potential winner will be disqualified, and an alternate may be selected from the pool of eligible entries. If an entrant is found to be ineligible, he/she will be disqualified, and an alternate winner will be selected from the pool of eligible entries. Prizes are non-transferable and must be accepted as awarded. No cash alternative or other substitution allowed. Except where prohibited by law, participation in the Sweepstakes shall constitute an entrant's consent to be bound by these Official Rules and to conform to all federal, state and local laws. Robin Malpass & Associates, Inc., reserves the right, in its sole discretion, to substitute a prize of equal or greater value, whether in cash or otherwise, if the prize cannot be awarded as described for any reason. (A potential winner may be required to furnish proof of identity, address, birth date and weight in order to receive a prize.)
3. Robin Malpass & Associates, Inc., in its sole discretion, reserves the right to disqualify any individual who attempts to undermine the legitimate operation of the Sweepstakes by tampering with any Web site mechanism, acts in a disruptive manner, or violates these Official Rules.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE

SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH ENTRANT. SHOULD SUCH AN ATTEMPT BE MADE, ROBIN MALPASS & ASSOCIATES, INC., RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES, INCLUDING ATTORNEY'S FEES, FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

4. This Sweepstakes is subject to all federal, state, and local laws, and is void where prohibited by law. Robin Malpass & Associates, Inc., reserves the right to modify the Official Rules of this Sweepstakes in any way or at any time. This Sweepstakes shall be governed by Illinois law. By participating in this Sweepstakes, entrants agree that Illinois courts shall have jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes.
5. WINNER'S NAME: The winner's name may be obtained by sending a self-addressed, stamped envelope to the address listed below.
6. THE SPONSOR: Robin Malpass & Associates, Inc., 505 N. Lake Shore Drive, Suite 4708, Chicago, Illinois 60611.

**VALIDITY AND ELIGIBILITY OF ENTRIES:** Sponsor shall be the sole judge of the validity and eligibility of all Entries. Entries generated by script, macro or other automated or mechanical means are void. Entries which have been or appear to be tampered with are void. All entries must be made no later than 6:00 p.m. CT on the Sweepstakes End Date.

**DETERMINATION OF OFFICIAL WINNER(S):** Sponsor shall have the sole discretion to determine whether the Potential Winner is an official winner of the Prize (an "Official Winner"). Sponsor's decision concerning the identity of the Official Winner shall be final and binding. To become an Official Winner: (1) a Potential Winner must be eligible to participate in the Sweepstakes under these Official Rules and must not be in violation of these Official Rules as determined in Sponsor's sole judgment; (2) that Potential Winner must contact Sponsor, or be contacted by Sponsor, by the deadline specified above under "NOTIFICATION OF POTENTIAL WINNERS"; (3) that Potential Winners must provide Sponsor with all tax identification information required by federal, state or local law and, where applicable, provide Sponsor with payment for any required withholding taxes due prior to that Potential Winner's receipt of the Prize. If for any reason whatsoever all of the foregoing requirements are not satisfied with respect to a particular Potential Winner, or if Sponsor is unable for any reason to contact a Potential Winner, then that Potential Winner's Prize will be deemed forfeited and, at Sponsor's sole discretion, an alternate Potential Winner and

Official Winner of that Prize will be selected, through another random drawing from the remaining pool of eligible Entries in accordance with the procedures noted in "Notification of Potential Winners" above.

**GENERAL CONDITIONS:** The Released Parties (defined below under "RELEASE OF LIABILITY") are not responsible for: (1) Entries which are stolen, lost, damaged, illegible, given away or no longer in the purchaser's possession, (2) Entries that have been or may have been tampered with or re-sold in violation of these Official Rules; (3) Entries, payments for Entries or any other Sweepstakes-related communications which are lost, late, incomplete, inaccurate, delayed, misdirected, undelivered, not fully captured, or garbled as a result of any failure or problem whatsoever with the availability, functionality, operability or use of any network, server, ISP, website, Internet connection, computer, telephone, cable or satellite modem or connection, hand-held mobile device or any other computer equipment or connection, whether or not caused by site users, tampering, hacking, or by viruses, worms, or malfunctions affecting a network, server, ISP or any equipment or programming used in or associated with the Sweepstake; (4) the inability of a donor or prospective donor of an Entry to connect or stay connected to the Internet, to log on to any website, or to participate in or complete any online communication or activity related to the Sweepstakes; (5) any other errors of any kind, whether human, typographical, printing, mechanical, or electronic in nature, which relate to or are connected with the Sweepstakes (collectively, as described in clauses (1) through (5), "Errors"), including without limitation, Errors in Sweepstakes-related materials or in the administration of the Raffle, such as Errors in processing Entries, identifying Potential Winners, determining Official Winners, or announcing or delivering Prizes; or (6) any injury or damage to any person's computer equipment related to or resulting from participation in this Sweepstakes, the use of any website associated with the Sweepstakes, or the downloading of any materials from such website(s). Anyone who tampers with or abuses any aspect of the Sweepstakes or associated website, as determined in Sponsor's sole judgment, will be disqualified from participation in the Sweepstakes and if applicable, will be deemed to have forfeited all claims to any Prize. If any portion of the Sweepstakes is compromised, in Sponsor's sole judgment, by a virus, worm, bug, non-authorized human intervention or other causes which, in Sponsor's sole judgment, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, or the proper submission or capture of Entries (collectively, a "Compromising Event"), then Sponsor reserves the right, in its sole discretion, to suspend, modify or terminate the Sweepstakes, and to select the winners from all eligible, non-suspect Entries received before the known occurrence or discovery of such Compromising Event.

**RELEASE OF LIABILITY:** Entrants, by participating in the Sweepstakes, agree that Robin Malpass & Associates, Inc., and participating Sponsors and Sponsor's designees and affiliates, including Destination Panama City, Florida each of their respective parents, affiliates, subsidiaries, owners, partners, and advertising and

promotion agencies, and all of their respective officers, directors, employees, representatives, shareholders, members, consultants and agents (collectively, the "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for injuries, losses, costs, expenses or damages of any kind, including damages for death, personal injury, property damage or property loss, resulting from, whether in whole or in part or directly or indirectly, participation in this Sweepstakes or the acceptance, possession, misuse or use of any Entry or Prize.

**PUBLICITY RELEASE:** Each Official Winner, by accepting his/her Prize, grants Sponsor and Sponsor's designees and affiliates, including Destination Panama City, Florida full permission, except where legally prohibited, to use the Official Winner's name, address (city and state only), photograph, voice and/or other likeness and Prize information for advertising, trade and promotional purposes without further compensation and without notice, review or approval, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity.

**COPYRIGHT:** All Sweepstakes materials are copyrighted by Robin Malpass & Associates, Inc., and may not be copied, reproduced or used for any purpose without express prior written consent.

**GOVERNING LAW; SEVERABILITY:** The Sweepstakes and these Official Rules shall be subject to and governed by the laws of the State of Illinois. If a court of competent jurisdiction finds that any provision of these Official Rules, or their application to a particular persons or circumstances, is invalid or unenforceable to any extent, then the remainder of these Official Rules, and the application of all of these Official Rules to other persons or circumstances, shall not be affected by that determination, and shall remain enforceable to the fullest extent permitted by law.