

# CAJUN PALMS RV RESORT GIVEAWAY

## 2021 BEST VACATION EVER OFFICIAL RULES

Entry into this Promotion constitutes your acceptance of these Official Rules.

1. **SPONSOR:** Instagram Giveaway ("Contest") is sponsored by Northgate Partners, LLC, 38 Commerce Ave. SW, Suite 200, Grand Rapids, MI 49503. ("Sponsor").
2. **WHO IS ELIGIBLE:** The Contest is only open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, excluding residents of Puerto Rico, all U.S. territories and possessions and all overseas military installations, who are at least twenty-one (21) years of age at the time of entry. Employees of Sponsors, affiliates, subsidiaries, director, officers and prize suppliers (collectively, the "Contest Entities"), and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter or win. For the purpose of the Contest, family members are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. Void where prohibited by law. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules (defined below) may be disqualified from the Contest at the sponsors' sole and absolute discretion. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to the Sponsors' satisfaction, the affected entry will be deemed ineligible. The database clock for the booking website will be the official time keeper for this Contest. Illegible and/or incomplete entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.
3. **ENTRY PERIOD:** Contest ends 9/6/2021 at 11:59PM EST ("Entry Period").
4. **HOW TO ENTER:** To officially enter the Contest, Entrants must:
  - o Post a vacation photo from a 2021 visit to Cajun Palms RV Resort
  - o **Tag @cajunpalmsrvresort #cajunpalmsrvresort #bestvacationever**

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

In the event of a dispute over the identify of an Entrant, entry will be deemed submitted by the authorized account holder of the email account of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

1. **BINDING AGREEMENT.** In order to participate in the Contest or to win any of the prizes, Entrant must agree to these Official Rules ("Official Rules"). Because these Official Rules form a legally binding agreement with respect to the Contest, please read them carefully. If Entrant does not agree to the Official Rules, Entrant is not eligible to participate in the Sweepstakes or to win any of the Prizes. Entrant agrees that his/her registration as an individual participant under the Contest constitutes his/her agreement to these Official Rules.
2. **WINNER SELECTION/NOTIFICATION.** Five (5) finalists will be chosen by Northgate Resorts and shared to the park Facebook page. Facebook followers will then vote by "liking" their favorite photo submission. The photo with the most "likes" will be chosen as the winner. The Winner will be announced on 9/8/2021 on our Instagram story and on Facebook. All Eligible Entries must be received by the Entry Period deadline. Potential winners will be notified by the Sponsor and/or Administrator using the contact information provided at the time of entry. No liability is assumed for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. Winners must respond to the initial notification, according to the instructions provided, within five (5) business days or the Prize may be forfeited and awarded to an alternate entrant.

3. PRIZES: \$200 camp credit to Cajun Palms RV Resort will be awarded ("Gift Certificate" or "Prize"), as well as a \$100 e-gift card to Rumpl. The winner selected must redeem the camp credit Prize at the Camp-Resort within one (1) year following the Contest end period. The Prize is non-transferable, with no cash redemption, equivalents or substitutions except at the Sponsors' sole and absolute discretion. Any dispute as to the correct person to receive the Prizes will be decided by the Sponsor at its sole discretion. Winner is responsible for all costs and expenses not set forth herein, as well as any federal, state, and/or local taxes imposed as a result of acceptance of prize. Prize will have to comply with rules and policies.

By accepting a Prize – except where legally prohibited – Entrants grant permission for Sponsor and its designees to use Entrants' name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade, and promotional purposes relating to this Sweepstakes, without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

1. Prize Award: All entries are subject to verification prior to awarding the Prize. Prize will be awarded within 10 business days of response to the Prize notification. Acceptance and use of a Prize is the responsibility of the winners. Sponsor is not responsible for lost, late, misdirected or stolen mail. Prizes returned as undeliverable will be awarded to an alternant entrant.
2. ODDS: Odds of winning the Prizes depends upon the total number of eligible entries received.
3. WINNERS LIST: For a copy of the winners' names, send a self-addressed, stamped envelope to: Cajun Palms 2021 Best Vacation Ever Winner, 38 Commerce Ave. SW, Suite 200, Grand Rapids, MI 49035.
4. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Contest are impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, 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 Prizes at random from among the Eligible Entries received up to the time of the impairment. Sponsors reserve the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
5. By entering and participating, each Entrant agrees to release, discharge, indemnify, and hold harmless the Sweepstakes Entities from and against any and all claims, demands, liability, damages or causes of action (however named or described) losses, costs or expenses, with respect to or arising out of or related to: (i) Entrant's participation in the Sweepstakes, and (ii) Entrant's acceptance, use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of a prize. By participating in this Sweepstakes, Entrants agree to abide by and be bound by these Official Rules, and understand that the Sweepstakes results are final in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Sponsors' sole discretion. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained here.
6. NO WARRANTY: THE PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
7. GOVERNING LAW/JURISDICTION: The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Michigan. All applicable federal, state, and local laws and regulations apply.

8. **ADDITIONAL RULES:** Entry data that has been tempered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to entrant's or any other person's mobile device or computer related to or resulting from participating in the Contest. The date and time of entry receipt shall be determined by the official clock on the website. Submitted materials become the sole property of Sponsor and will not be acknowledged or returned. If the Sweepstakes is terminated before the end date, Sponsor will determine the winners from all eligible entries received as of the termination date.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CRIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW.

By participating, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sponsor and Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official rules may result in disqualification form the Contest. Sponsor reserves the right to: (i) permanently disqualify from any Contests it sponsors any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate the Contests if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Contest. If the Contest is terminated before the end date, Sponsor will determine the winner from all eligible entries received as of the termination date.

1. **RELEASE OF LIABILITY:** By participating, Entrants release and hold harmless the Sponsor and Administrator, and their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, and all others associated with the development and execution of this Contest from any and against any and all injury, loss or damage caused or claimed to be cause by Entrants' participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and Entrant agrees that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly providing in these Official Rules. By participating, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Official Rules and all disputes shall be governed by the internal laws of the state of Michigan; without regard to the principles of conflicts of laws, and disputes shall be resolved exclusively in the state or federal courts in the state of Michigan, and Entrant expressly consents to the jurisdiction of said courts and waives any objection thereto. For New Jersey residents, the limitations set forth are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.
2. **PRIVACY AND PUBLICITY.** Personal information submitted by Entrants in connection with the Contest will be collected, used and disclosed only for the purpose of administering the Contest, prize fulfillment, or as Entrants otherwise expressly consent or as required by law. Personal information may be stored on servers in the United States and/or Canada and therefore may be subject to the laws and authority of other jurisdictions. By entering the Contest, Entrants consent to such collection, use and disclosure. Any information Entrants submit is subject to Sponsor's privacy policy.
3. **TAXES:** All taxes and other expenses not specified herein, including federal, state, and local, are the sole responsibility of the Prize winner, as well as compliance with any federal, state, and local laws and regulations applicable to the Prize winner.