

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** These General Contest Rules are applicable to all contests ("Promotions") conducted by Tall Ship Windy/Windy of Chicago.

**1. Prizes:** There is no substitution, transfer or cash equivalent for prizes, except that Tall Ship Windy/Windy of Chicago may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) listed in the contest-specific rules and do not include taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply. Contestants need not be present to win unless otherwise specified.

**2. Winner Selection and Notification:** Winner(s) (or their parents or legal guardians if under the age of majority) must execute and return any required affidavit of eligibility and/or any required release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited, and an alternate winner(s) may be chosen. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit or release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to Tall Ship Windy/Windy of Chicago in connection with the Promotion, including by entering via text message or providing a mobile number for winner notification purposes, is responsible for informing Tall Ship Windy/Windy of Chicago if their number is reassigned to another person at any time before the end of the Promotion, and for providing an alternative number where they may be reached. Unless otherwise specified in the prize notification: all prizes or prize certificates may be picked up at the Tall Ship Windy Ticket Booth on Navy Pier conducting the Promotion, and the winner(s) will forfeit any prize or prize certificate not claimed within fifteen (15) days of winning. Prize will be available for pick-up immediately upon being awarded. All prizes are to be claimed at the Tall Ship Windy Ticket Booth on Navy Pier located at 4600 E Grand Ave, Chicago, IL 60611 during regular business hours. Prizes or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume the risk of prize(s) becoming lost in transition. Tall Ship Windy/Windy of Chicago, its promotional partner(s) and/or sponsor(s) are not responsible for the safe arrival of a prize or prize certificate. Tall Ship Windy/Windy of Chicago reserves the right to substitute any prize for one of equal, or greater value.

**3. Conditions:**

- a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent which includes the winner's full Social Security Number for receipt of any prize valued at \$600 or more, or for any prizes awarded conducting the Promotion in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete W-9 or equivalent will result in disqualification and forfeiture of the prize.
- b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for Tall Ship Windy/Windy of Chicago or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation. Tall Ship Windy/Windy of Chicago may, where legal, require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release. In the case of a conflict in this paragraph 3 section b and any similar paragraph in the contest specific rules, the general specific rules will govern.
- c. To the fullest extent permitted by law, by participating in the Promotion, you:
  - i. agree to grant Tall Ship Windy/Windy of Chicago a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;
  - ii. acknowledge that Tall Ship Windy/Windy of Chicago reserves the right, in its sole discretion, not to use the Materials at all; and
  - iii. represent and warrant that: you are at least as old as the age of majority in your state; you have the full legal right, power and authority to grant to Tall Ship Windy/Windy of Chicago the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of, any person or entity.
- d. Prior to awarding any prize or prize certificate and depending on the nature of the prize and eligibility requirements of the Promotion, Tall Ship Windy/Windy of Chicago in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.
- e. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless Tall Ship Windy/Windy of Chicago conducting the Promotion, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the

**Tall Ship Windy // Windy of Chicago, LLC**

600 E Grand Ave, Chicago, IL 60611



“Released Parties”) against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. Tall Ship Windy/Windy of Chicago may also require eligible Promotion winner(s) and their guest(s) or travel companion(s), if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

- f. Tall Ship Windy/Windy of Chicago conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of Tall Ship Windy/Windy of Chicago’s website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. Tall Ship Windy/Windy of Chicago conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond Tall Ship Windy/Windy of Chicago’s control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by Tall Ship Windy/Windy of Chicago in its sole discretion. Any attempt by an entrant or any person to deliberately damage Tall Ship Windy/Windy of Chicago’s website, Facebook Page, and/or any other social networking site(s) used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, Tall Ship Windy/Windy of Chicago reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. Tall Ship Windy/Windy of Chicago’s failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of Tall Ship Windy/Windy of Chicago conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, Tall Ship Windy/Windy of Chicago reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.
- g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism or other factors beyond Tall Ship Windy/Windy of Chicago’s control.
- h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:
- i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
  - ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resorting to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
  - iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys’ fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
  - iv. any claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules, will be resolved pursuant to the laws of the State of Illinois in which Tall Ship Windy/Windy of Chicago conducting the Promotion is located, without regard to the conflicts of laws and rules of that State or Commonwealth;
  - v. any claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules will be resolved in a tribunal within the State or Commonwealth in which Tall Ship Windy/Windy of Chicago conducting the Promotion is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal;
  - vi. if for any reason a claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules proceeds in court rather than through arbitration, there will not be a jury trial.
  - vii. The invalidity or unenforceability of any provision of these General Contest Rules or the contest-specific rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, the General Contest Rules and contest-specific rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

**4. Terms of Use Agreement & Privacy Policy:** By entering this Promotion, you agree to be bound by these General Contest Rules, the contest-specific rules (if applicable), and Tall Ship Windy/Windy of Chicago’s Terms of Use Agreement and to the use of your personal information by Tall Ship Windy/Windy of Chicago’s Privacy Policy.

