

Ideal Beach Resort's "Summer at Ideal Beach Resort" Social Media Contest Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET ACCESS, FACEBOOK, INSTAGRAM, OR TWITTER ACCOUNT REQUIRED TO ENTER. Void where prohibited or restricted by law.

ELIGIBILITY: The "Summer at Ideal Beach Resort" Social Media Contest ("Contest") is offered and open only to legal residents of the 50 United States & D.C., (defined herein as "U.S.") who are 18 years of age or older. Employees, officers and directors of Ideal Beach Resort ("Sponsor") are not eligible to enter.

CONTEST PERIOD: The Contest begins at 12:00 am Mountain Daylight Time ("MDT") on May 25, 2017 and ends 11:59 pm MDT on September 3, 2018 ("Contest Period"). All time referenced herein is Mountain Daylight Time. Sponsor's server's time-keeping device shall be the official time keeping device for the Contest. **PARTICIPANTS ARE SOLELY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS; CONTEST ENTITIES DISCLAIM ALL LIABILITY AND RESPONSIBILITY RELATING THERETO.** Sponsor reserves the absolute right to cancel, terminate or modify the Contest or any element thereof by providing contemporaneous notice on the Website.

AGREEMENT BY ENTRANT: All Entries, entrants and participation in this Contest shall be governed by these Official Rules. By participating in the Contest, each entrant fully and unconditionally agrees to be bound to these Official Rules, any additional instructions, terms and conditions specific to the Contest communicated by Sponsor, and the decisions of the Sponsor (including its authorized representatives), which are final and binding in all matters pertaining to the Contest.

The information you provide will be used as stated herein.

HOW TO ENTER: In your social media accounts used to facilitate entry, your privacy settings must be set to public and cannot be set to "off" or "private". During the Contest Period, this is how to enter:

- i Post an original photograph, series of photographs, or video depicting "Summer at Ideal Beach Resort" and submit it at Sponsor's Facebook page at www.facebook.com/IdealBeach/, or on Instagram at [idealbeachresort](https://www.instagram.com/idealbeachresort/), or on Twitter at [@idealbeachBL](https://twitter.com/idealbeachBL) WITH the hashtag [#Idealbeachresort](https://twitter.com/idealbeachresort). ("Entry").

Sponsor reserves the absolute right to interpret Entries in its sole and absolute discretion. For example, if the Entry appears or is suspected, in Sponsor's sole and absolute discretion, not to depict Ideal Beach Resort it will be disqualified.

Limit up to nine (9) Entries per person, regardless of entry method used. Limit up to three (3)

unique Entries per social media platform per person, and all social media Entries must be unique (different) from each other.

By submitting an Entry, Entrants represent, warrant and covenant (and agree to release and indemnify all Contest Entities from same) that their Entry, in whole and in part, and all content therein:

- (i) Is the original creation of the Entrant, has not been copied in whole or in part from any other work, and is the sole and exclusive property of the Entrant (or Entrant has all consents and rights relating thereto);
- (ii) Is taken and specifically created for this Contest and has not been previously published (in whole or in part), received an award or honorable mention, or submitted in any other Contest, competition, showing, or event previously;
- (iii) Does not and will not contravene, be in violation of, nor infringe in any respect any local, state or Federal laws, rules, or regulations (“laws”), industry standards/codes, guild/union restrictions, or any contractual, intellectual, professional, personal or property rights, or any other laws or rights whatsoever of any other person and/or entity who otherwise have any right, title and interest in and to any part thereof, including but not limited to copyright, trademark, patent, literary, trade secret, or any other proprietary, publicity, or privacy laws;
- (iv) Does not and will not give rise to any alleged or actual claims, disputes, actions, damages, or liabilities against the Sponsor or any of the other Contest Entities, other Entrants, or any other person and/or entity; and
- (v) Content that is inappropriate, indecent, gross, lewd, pornographic, obscene, profane, sexually or otherwise explicit, menacing, hateful, tortious, or defamatory or that otherwise offends against reasonable standards of taste and decency;
- (ii) Unethical, destructive, illegal or harmful (including self-harm) activities or behavior, cruelty (including but not limited to animals), violence, alcohol, drug, tobacco, firearms/weapons (or the use of any of the foregoing), gambling, or any unsafe, dangerous or age-inappropriate behavior or activities;
- (iii) Bigotry, racism, hatred or harm against any group or individual or appears to promote or condone discrimination on any basis;
- (iv) Advertisements, personal or commercial solicitations, highly sensitive information, religious, or political agendas of whatever kind or nature;
- (v) Content that contains unsubstantiated claims, or that disparages or portrays in a false light Sponsor, or any of the Contest Entities, or any of their respective products and/or brands, or those of any other person or entity;
- (vi) Content that in Sponsor’s sole and absolute discretion features infringing intellectual property of whatever kind or nature not owned by Entrant or used without the owner’s express consent, including without limitation any third-party brand names, logos or trademarks, other than those of Sponsor and its affiliated companies (which Entrant has a limited license to use solely for purposes of this Contest in accordance with the terms herein); OR
- (vi) Sponsor reserves the absolute right, at its sole discretion, to interpret and apply these Parameters and Restrictions, and to disqualify an entrant/Entry if his/her Entry is suspected of, or fails to comply with these Entry Parameters and Content Restrictions or any other provision of these Official Rules. Without limiting or being limited by the foregoing Parameters and Content Restrictions, if an Entry in whole or in part, for any reason whatsoever, garners comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, or if

Sponsor considers for any reason an Entry, or any element thereof, not to be in the spirit of the Contest, or will have a detrimental impact on Sponsor, this Contest, any of Sponsor's brands, products or services, then Sponsor reserves the right to disqualify such Entry/entrant and remove any/all such Entry/Entries immediately from the Gallery and this Contest.

In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the entrant. Potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Contest Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any equipment, computer, telephone, device, network, app, electronic, hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, platform, Internet, Website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

While you may forward or share with family, friends and direct known contacts, please do not engage in phishing or sending unsolicited commercial email. Apparent or suspected phishing or sending of unsolicited commercial email, sending of junk communications or the use of any unauthorized method or automated system to participate, or to acquire (unauthentic) entries, Likes or Follows, etc. is prohibited, as is posting content to irrelevant or inappropriate sites to obtain entry, and, if discovered at any time will void the applicable Entry and entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion. Entrants' use of the respective social media platform used to facilitate entry must comply with and be in accordance with its respective Terms of Use, Terms of Service and Policies. *This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.*

If you don't have a social media account, you can become a member without charge by simply following the social media platform instructions and accepting the terms and conditions of use. By entering, entrants understand and agree that submitted eligible Entries may be subject to public viewing, streaming (i.e. "digital transmission"), downloading (i.e. "digital distribution"), and public comments, including but not limited to being forwarded, re-grammed, re-tweeted, and otherwise posted, for commercial and non-commercial purposes, throughout Sponsor's and unrelated third parties' digital and off-line social media, marketing and advertising properties. Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to entry via mobile device. For those entrants entering with a mobile device: Contest may not be available via all mobile carriers. Messaging & data rates apply to internet access via mobile devices. Other charges may apply; check your mobile plan for rates/details.

LICENSE GRANT: *At the time you submit an Entry, and whether or not selected as the winner, by entering this Contest and providing Sponsor with the Entry and all user generated content*

therein (“UGC”), you grant Sponsor a worldwide, royalty-free, perpetual, irrevocable, exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such Entry/UGC and any element thereof, in any media, form, format, or medium, of any kind now known or later developed for any purpose whatsoever, including but not limited to, marketing, advertising, and other commercial and non-commercial purposes using or incorporating such Entry/UGC information, and for any other purposes and/or uses whatsoever. You waive any moral rights you might have with respect to the Entry/UGC you provide to us. You also grant us the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication or entry you provide or otherwise submit to us. All rights in this paragraph are granted without the need for review or additional compensation of any sort to you. You further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor’s rights. You understand and agree by granting this license your Entry/UGC may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor. You will not now nor in the future be paid for your Entry/UGC or for granting Sponsor any of these rights. The consideration for the rights granted to Sponsor herein is your opportunity to participate in the Contest.

DRAWINGS/ODDS/WINNER SELECTION & NOTIFICATION: Grand Prize Selection: A committee comprised of employees of the Sponsor will review all submissions on or approx. five (5) working days following the end of the Contest Period and will select the potential Grand Prize winner from among all eligible entries received. *Odds of winning the Grand Prize depend on the number of eligible Entries received for during the Contest Period.* Sponsor's selection will be based on a determination of the entry that best represents "Summer at Ideal Beach Resort" and is at the Sponsor's sole discretion. Sponsor or its authorized designee will notify the potential winner(s) via the social media platform or email provided with instructions on how to submit his/her name, email and/or physical address, phone number and any other required information in order for Sponsor to verify eligibility and award the prize. Potential winners must timely follow all instructions or else prize will be forfeited. If Potential winner does not respond within seven (7) business days, prize will be forfeited in its entirety and awarded to (an) alternate winner(s).

Sponsor is not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of the social media platforms’ or entrant’s privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder. Prize award is subject to verification of eligibility and compliance with these Official Rules.

PRIZE(S)/APPROXIMATE RETAIL VALUE (“ARV”):

Grand Prize (1): 8 days/7 night accommodations in either the Family Suite (up to 18 people) or House (up to 22 people) during any week of the 2019 Summer Season. (approximate value \$3300).

In the event any winner and/or guest engage(s) in behavior that, as determined by Sponsor (or its

designee) in their absolute discretion, is obnoxious or threatening, dangerous, harmful, illegal or that is intended to annoy, abuse, threaten or harass any other person, or that is intended to or may cause property damage or loss, Sponsor reserves the right to terminate the prize early, in whole or in part, and to send the winner (and guest(s)) home with no further compensation. Prize is not redeemable for cash or otherwise. All costs, fees and expenses not expressly stated as being included herein are the sole cost and responsibility of winner.

In the event of noncompliance, if an entrant becomes noncompliant or ineligible during or after the Contest Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact method selected by Sponsor (in Sponsor's discretion), that prize will be forfeited and an alternate potential winner may be selected at random for the prize. A winner later found ineligible or non-compliant will be immediately required to forfeit any prize awarded. After three (3) unsuccessful attempts to verify an alternate Grand Prize winner the prize will remain un-awarded. Prize or prize notifications that are un-awarded, unclaimed, returned, unresponsive, untimely, or otherwise undeliverable will be forfeited and will not be re-awarded. PRIZE IS AWARDED "AS IS" WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, AS TO THEIR QUALITY OR CONDITION AND CONTEST ENTITIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

GENERAL RELEASE: BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, FACEBOOK, INSTAGRAM AND TWITTER ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART FROM THE USE OF THE ENTRY IN WHOLE OR IN PART, THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITIES, ACCESS TO ANY WEBSITES, AND/OR PARTICIPATION IN THIS CONTEST OR ANY OTHER ELEMENT THEREOF. To the fullest extent permitted by law, entrants and winner(s) covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Contest Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Rules only to the extent of its invalidity, illegality or unenforceability, and these Rules shall be construed and enforced as if they did not contain the stricken provision.

PUBLICITY RELEASE: By entering and/or accepting a prize, entrants and winners hereby consent, where lawful, to the use by Sponsor of their name, image, likeness, voice, hometown,

and/or biographical information (including the right to edit, adapt, crop, and modify such information or use it in illustrative, or composite form, alone or in conjunction with other materials), in any and all media now known or hereafter developed worldwide, including and on cellular networks, the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

LIMITATIONS OF LIABILITY: IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST OR ANY ELEMENT THEREOF, PARTICIPATION IN ANY CONTEST ACTIVITIES, PARTICIPATION IN PRIZE RELATED ACTIVITIES OR ANY ELEMENT THEREOF, THE PARTICIPATION IN/USE/MISUSE OF A PRIZE BY ANYONE, AND/OR DAMAGES ARISING OUT OF ANY PARTICIPANT'S ACCESS TO AND USE OF (OR FAILURE TO ACCESS OR USE) THE CONTESTAL WEBSITES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE.

If, for any reason, this Contest or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, artifice, cheating or fraud, equipment, network or technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest or any element thereof and select the winner(s) for the applicable prize/prize level from eligible, non-suspect entries received prior to the action, or as otherwise may be deemed commercially reasonable, fair and equitable by Sponsor. Sponsor is not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Contest or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prize won.

In the event that technological, programming, printing, erroneous communications, human or other error causes more than the stated number of winners/prizes as indicated in these Official Rules, to be communicated, sent as notifications, distributed, announced, claimed or received for any prize, Sponsor reserves the right, at its sole discretion, to award only the stated number and description of prizes pursuant to a random drawing among all eligible non-suspect claimants or as otherwise deemed commercially reasonable, fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any emails, announcements, advertising, brochures, Contest materials and/or any other communications or information relating to this Contest or any element thereof, these Official Rules shall govern.

FORCE MAJEURE: Contest Entities shall not be liable to winners or any other person or entity for failure to execute this Contest or any element thereof, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber-attacks, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether

legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any trip element, event or excursion, or any similar or dissimilar event beyond their reasonable control.

CHOICE OF LAW/ARBITRATION: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF UTAH WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, except where prohibited by law, entrants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively before a neutral one person arbitration panel located in Utah having jurisdiction.

SPONSOR: Ideal Beach Resort, 2176 South Bear Lake Boulevard, Garden City, UT 84028.