

## 2024 BUSCH GARDENS TAMPA BAY UGLY SWEATER CONTEST

### Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility:** The 2024 Busch Gardens Tampa Bay Ugly Sweat Contest (the "Contest") is open only to citizens and legal permanent residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Instagram, any prize provider(s), and each of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Sponsor:** Busch Gardens Tampa Bay, 10165 N McKinley Dr, Tampa, Florida 33612

**3. Agreement to Official Rules:** By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Contest. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Contest Period:** The Contest begins on December 20, 2024 at 5 p.m. Eastern Time ("ET") and continues until the judging is completed (the "Contest Period"). Sponsor's servers and clock shall serve as the official clock for the Contest.

**5. How to Enter:** To enter the Contest, come to the Serengeti Overlook at Busch Gardens Tampa Bay by the start of the Contest Period, wearing the ugly Christmas sweater upon which you wish to be judged (the "Submission"), and complete the registration form. Entrants also may be required to submit certain personal information as a part of the registration form, including without limitation the entrant's name and entrant's email address. Submissions and registration form information shall be collectively referred to as the "Entry Materials".

As an alternative method of entry, log into or create your Instagram account, follow the official Busch Gardens Tampa Bay Instagram account (@BuschGardens), post a photograph of yourself wearing the ugly Christmas sweater upon which you wish to be judged (again, the Submission), tag @BuschGardens in your post and use the hashtags #12DaysofChristmasBGT and #contest in your post (all of the foregoing shall also be referred to as Entry Materials). Entrant does not need to be at BuschGardens or photograph the Submission at BuschGardens to enter. Entrant may not include any other identifiable individual in the Submission. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. If your Instagram profile is not set to public, Sponsor may not view the entry and you may not be eligible to win. Entrant may not use multiple Instagram accounts to enter. If you do not have the Instagram App, you may download it through the application store on your mobile device. Creating an Instagram account is free, but is subject to Instagram's terms and conditions (<http://instagram.com/about/legal/terms/#>).

Provided an entrant's Entry Materials conform to these Official Rules, upon completion of any entry method, one (1) entry into the Contest will be provided automatically to the entrant. No other methods of entry are acceptable. **Limit one (1) entry per person during the Contest Period and limit one (1) prize per person.** Entry Materials will not be returned or acknowledged. No mechanically reproduced or photocopied mailed entries are permitted. In the event of a dispute regarding the identity of the person who submitted an entry via Instagram, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An entrant may be requested to provide Sponsor with proof that the entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any entrant to enter this Contest using multiple/different accounts or any other methods may void the entrant's entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Contest is prohibited and may result in disqualification.

Sponsor, Instagram, any prize provider(s), and each of their respective parents, subsidiaries, affiliates, licensors, licensees, contractors, distributors, suppliers, sales representatives, retailers, advertising or promotion agencies, and

each of their respective officers, directors, employees, representatives and agents (collectively, the "Releasees") are not responsible for lost, late, damaged, incomplete, misdirected, unintelligible, returned, incorrect or undelivered Entry Materials or theft, destruction, or unauthorized access to or alterations of Entry Materials, or for lost, interrupted, or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connection availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties or other errors of any kind whether human, technical, mechanical, electronic, or network, or any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize.

By entering, entrants grant Sponsor an irrevocable license and permission to use, separately or together, their Entry Materials, name, voice, statements, photograph, likeness, recorded performance and/or biographical information ("Publicity"), in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration, without notice to entrant, and without further payment or consideration or entrant's consent, review, or approval, where permitted by law. Without limiting the generality of the foregoing, Sponsor may feature select entrants and/or Entry Materials on its website or social media channels. Notwithstanding the foregoing, Sponsor's promotion of an entrant or their Entry Materials will not improve the entrant's chances of winning.

If, for any reason, the entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Contest entry, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein.

#### **Entry Materials Criteria**

- The Submission and other Entry Materials must be truthful, must conform to the standards and practices of Sponsor and Instagram, as applicable, and may not be offensive, as determined by Sponsor in its sole discretion.
- The Submission and Entry Materials may not disparage Sponsor, Instagram, or any parent, subsidiary or affiliate thereof, nor any of the affiliated parks, products or services of the Sponsor, or any other persons or organizations.
- The Submission and Entry Materials must be in good taste and appropriate for a family audience (as determined by Sponsor in its sole discretion) and may not contain nudity, obscenity, profanity, indecent material, lewd acts, references to violence or demean any gender, race, religion or sexual orientation.
- The Submission and Entry Materials may not infringe or violate any copyright, trademark, or other intellectual property or other proprietary, privacy or other right of, or defame, any person (living or deceased) or entity.
- The Submission and Entry Materials must comply with all applicable laws.

Entrants shall be the sole owners of the Entry Materials. By entering the Contest, entrants grant Sponsor a non-exclusive, perpetual, irrevocable, royalty-free and worldwide license to use their Entry Materials in connection with the Contest and the promotion of the Contest and Sponsor. Pursuant to the license granted herein, entrants agree that Sponsor shall have the right to use (including, without limitation, to edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use) Entry Materials without compensation or any right of review or approval by entrants, to promote, advertise and market the Contest and Sponsor.

Entrants that fail to comply with any of the provisions of these Official Rules, as determined by Sponsor, in its sole discretion, will be disqualified (and any associated entry will be void).

**6. Winner Determination:** During the Contest Period, Sponsor's judges will select three (3) potential winners from all eligible entries received during the Contest Period, specifically, a potential First Place Winner, a potential Second Place Winner and a potential Third Place Winner. Potential winners will be selected by a judging panel of Sponsor employees based on the Submissions' originality (25%), creativity (25%), festiveness (25%) and overall ugliness

(25%). In the event of a tie, the tie will be broken by the entrant who had the highest percentage in ugliness. The decisions of Sponsor and the judging panel will be final as to all matters, including, but not limited to, whether Entry Materials are received timely, whether Entry Materials are eligible, whether an entrant should be disqualified and whether Entry Materials should be void.

**7. Winner Notification:** Potential winners will be notified on December 20, 2024 via an announcement at the Event Venue and also via the email address they provided in the Entry Materials. Potential winners may be required to complete, sign and return an Affidavit of Eligibility, Liability Release and (except where prohibited by law) Publicity Release, (collectively the "Release Documents") within five (5) business days of prize notification. In the event of noncompliance within the stated response times, such potential winner may be disqualified and prize may be forfeited and an alternate winner selected as set forth below. Any prize notification or prize returned to the Sponsor or its agents as undeliverable will result in disqualification and the awarding of that prize to an alternate winner as set forth below. If a potential winner cannot be reached, does not, or does not, complete, sign, and return the Release Documents by the designated time, fails to respond to any communications from Sponsor within five (5) days of prize notification, or is for any other reason deemed to be disqualified or ineligible, in Sponsor's sole discretion, then that potential winner may forfeit the prize and another potential winner will be selected from among all eligible entries received. A prize will be considered void if, after three attempts, no potential winner is determined to have won such prize in Sponsor's sole discretion. All potential winners must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

**8. Prizes/Value/Odds:**

**Three (3) prizes will be awarded, as follows: First Place Winner, \$1,000; Second Place Winner, \$500; and Third Place Winner, \$250.**

**TOTAL APPROXIMATE RETAIL VALUE (ARV) OF ALL PRIZES IS \$1,750.**

Odds of winning will depend on the total number of eligible entries received.

**Prize Conditions**

Prizes are non-transferable, and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for any and all taxes and fees associated with prize receipt and/or use. Actual value of prizes may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. All expenses relating to acceptance and use of prize that are not explicitly listed herein as being awarded are the sole responsibility of the winner. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied, offered by Sponsor. Releasees are not responsible for damage to a prize or loss of a prize after the prize has been claimed.

WINNERS ACKNOWLEDGE THAT PRIZE IS AWARDED AS-IS. RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON-INFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF ANY PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

**9. Release:** By entering the Contest or accepting or using any prize, entrants hereby waive and release, and agree to indemnify, defend and hold harmless, the Releasees, from and against any and all liability for losses, damages, rights, claims, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest or resulting directly or indirectly, from acceptance, possession, use or misuse of any prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner, and any entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, or if Sponsor receives notification about an entry containing any potential infringements or breaches of law, or for any other reason set forth herein. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida, or any state court located in Orange County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**12. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <https://unitedparks.com/policies/privacy-policy/>. Please see the full Privacy Policy for details.

**13. Winner List:** Visit <https://buschgardens.com/tampa/events/christmas-town/12-days-of-christmas/> for a copy of these Official Rules. For a winner list, send an email to [catherine.marshburn@unitedparks.com](mailto:catherine.marshburn@unitedparks.com), or mail a request that includes a self-addressed, stamped envelope to 10165 N McKinley Dr, Tampa, Florida 33612. Requests must be received by December 30, 2024.

**This Contest is void where prohibited or restricted.** This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

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**2024 BUSCH GARDENS TAMPA BAY UGLY SWEATER CONTEST**  
**Abbreviated Rules**

NO PURCHASE NECESSARY. Contest begins on 12/20/24 at 5 PM ET. Open only to legal permanent residents and citizens of the 50 US and DC who are 18+ years of age. Void where prohibited. Subject to official rules at: <https://buschgardens.com/tampa/events/christmas-town/12-days-of-christmas/>. Sponsor: Busch Gardens Tampa Bay, 10165 N McKinley Dr, Tampa, Florida 33612.