

**The Beaches of Fort Myers & Sanibel  
Island Hopper Songwriter Fest**

**Hobie® Eclipse ACX 12.0 Giveaway**

**OFFICIAL RULES**

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**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**THIS SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER, AND HAVE DOWNLOADED THE OFFICIAL ISLAND HOPPER (APP) (available for IOS and Android users) AT THE TIME OF ENTRY TO PARTICIPATE IN THIS SWEEPSTAKES (“ENTRANT”). VOID WHERE PROHIBITED BY LAW OR REGULATION.**

PARTICIPATION IN THIS SWEEPSTAKES IS AT YOUR OWN RISK. PARTICIPANTS ACKNOWLEDGE THE INHERENT HAZARDS, DANGERS AND RISKS ASSOCIATED WITH PEDALBOARDING, AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES AND PARTICIPANTS ASSUME THESE RISKS AND DANGERS.

**1. SWEEPSTAKES TIMING:**

The Beaches of Fort Myers & Sanibel Hobie Island Hopper Songwriter Fest Eclipse ACX 12.0 Giveaway (the “**Sweepstakes**”) begins on Friday, June 18, 2021 at 10:00:01 a.m. Eastern Time (“**ET**”) and ends on Sunday, September 26, 2021 at 11:59:59 p.m. ET (the “**Sweepstakes Period**”). At the end of the Sweepstakes Period, a random drawing will be conducted from among all eligible entries received to select one (1) prize winner (“**Winner**”). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each Entrant (as defined below) unconditionally accepts and agrees to comply with and abide by these official rules (“**Official Rules**”) and the decisions of The Beaches of Fort Myers & Sanibel, 2201 2nd Street, Suite 600, Fort Myers, FL 33901 (“**Sponsor**”), and COHEN-FRIEDBERG ASSOCIATES LLC, Framingham, MA 01702 www.cfapromo.com (the “**Administrator**”), whose decisions shall be final and legally binding in all respects.

**2. ELIGIBILITY:**

Employees, officers, and directors of Sponsor, Administrator, MMGY Global, and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents (collectively, the “**Sweepstakes Entities**”), and each of their immediate family members (as

defined by the IRS including spouse, parents, grandparents, siblings, children and grandchildren) and/or people living in the same household (whether or not related) are not eligible to participate. All eligibility is subject to all federal, state, and local laws and regulations. Sponsor's database clock will be the timekeeper for this Sweepstakes. **This Sweepstakes is void where prohibited by law or regulation.**

### 3. HOW TO ENTER:

- Download the Official Island Hopper App
- "Click" on the "Enter to Win" tab in the app
- Fill in all of the required information and submit your entry

LIMIT: One (1) entry per person over the Sweepstakes Period.

By participating in this Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and the Administrator, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which will be final and legally binding in all matters relating to the Sweepstakes.

Entrants found using multiple accounts to enter this Sweepstakes will be disqualified. Multiple Entrants are not permitted to share the same email account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any email account, the authorized account holder of the email address used to register on the platform will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential Winner may be required to show proof of being the authorized account holder.

Each entry submitted in this Sweepstakes will be referred to herein as a "**Submission.**" ALL SUBMISSIONS MUST COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS AND WITH THE GUIDELINES AND RESTRICTIONS SET FORTH IN THESE OFFICIAL RULES. SUBMISSIONS ARE NOT PERMITTED CONTENT THAT VIOLATES THE LAW OR PROMOTES ILLEGAL, OBSCENE, INAPPROPRIATE AND/OR UNSAFE BEHAVIOR OR OTHERWISE INCLUDES CONTENT THAT VIOLATES THE GUIDELINES AND RESTRICTIONS OF THESE OFFICIAL RULES.

Entering by using Entrant's mobile device, standard data fees may apply. Entrant should consult Entrant's wireless service provider's pricing plan for details. Entrant agrees to incur any and all charges demanded by Entrant's wireless carrier. Entrant should also check Entrant's device's features for capabilities and check the device manual for specific use instructions.

**Use of Data.** Sponsor will be collecting personal data about Entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy <https://www.fortmyers-sanibel.com/privacy-policy> By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have

read and accepted Sponsor's privacy policy. You are supplying your personal information to the Sponsor. Hobie Brands International, LC., and Hobie Cat Company are not a Sponsor of this Sweepstakes and have no obligation for the awarding of any prize or for the conduct of the Sweepstakes.

NOTE: Entry must be made by the Entrant only. Entries made by any other individual or any entity, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited, and any entries deemed by Sponsor or Administrator, in their sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

#### 4. PRIZE/ODDS:

Only the prize listed below will be awarded in this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

##### **One (1) Prize: Hobie® Eclipse ACX 12.0 Pedalboard**

<b>LENGTH:</b>	<b>12' / 3.66 M</b>
<b>WIDTH:</b>	<b>35" / 0.89 M</b>
<b>CAPACITY:</b>	<b>275 LBS / 125 KG</b>
<b>FITTED BOARD WEIGHT:</b>	<b>48 LBS / 21.7 KG</b>
<b>FULLY RIGGED WEIGHT:</b>	<b>58.9 LBS / 26.7 KG</b>
<b>BOARD CONSTRUCTION: ACX – ADVANCED COMPOSITE EPOXY</b>	

Approximate retail value ("ARV") is \$1,899.

All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, incidentals, taxes, boat delivery costs (if any), or other expenses are the responsibility solely of the Winner. Sponsor will not replace any lost, mutilated, or stolen prizes. Actual value may vary based on fluctuations in the marketplace.

Winner will not receive difference between actual and approximate retail value. Prize is non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize is not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winner is responsible for any and all applicable local, state, and/or federal taxes and fees.

#### 5. WINNER SELECTION AND NOTIFICATION:

A random drawing to be conducted on or about **Friday, October 1, 2021** from all eligible entries received throughout the Sweepstakes Period. Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator. Potential prize Winner will be notified within two (2) business days of the drawing date.

Winner will be notified by email or by phone by the Sponsor based on the information supplied by the Winner when registering in the Sweepstakes. Potential Winner will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 taxpayer request for identification, within (5) business days of attempted notification. If a potential winner fails to respond to any notification attempt within (5) business days of attempted notification, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential Winner may be disqualified and an alternate Winner may be selected (time permitting) from the remaining Eligible Entries received. Once the required documents have been received and verified, the potential winner will be declared the Winner ("**Winner**").

Sponsor shall have no liability for any potential prize winner notification that is lost, intercepted or not received by any potential prize winner for any reason. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize Winner will be disqualified and an alternate Winner may be selected (time permitting).

#### **6. GENERAL PRIZE RESTRICTIONS/CONDITIONS:**

Entrants agree that Sweepstakes Entities **(A)** shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or any Sweepstakes related activity, including but not limited to travel related to any prize activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and **(B)** have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. The Prize is subject to additional hotel terms, conditions and policies.

#### **7. PUBLICITY RELEASE:**

Acceptance of any prize shall constitute Winner's agreement and consent to Sponsor and its designees' to use Winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes (collectively, the "**Attributes**"), for promotional, advertising or other purposes, in any manner perpetually, worldwide, royalty-free, in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases the Sweepstakes Entities from all claims arising out of the use of such Attributes.

#### **8. RELEASE OF LIABILITY / CONDITIONS OF PARTICIPATION.**

A. Transmission of Information. By entering this Sweepstakes, you agree to release and hold harmless the Sweepstakes Entities and each of their respective directors, officers, shareholders, and employees, affiliates, subsidiaries, distributors, and agents, including but not limited to their respective advertising and promotion agencies, and each of their affiliated

companies, subsidiaries, licensees, distributors, dealers, sales representatives, retailers, printers, individuals engaged in the development, production or distribution of materials, and any and all other companies associated with the promotion agents, and all of their respective parent companies, subsidiaries, affiliates, agents, franchisees, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies, and each such company's officers, directors, employees, and agents (collectively, the "**Released Parties**"), are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, production, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prize or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prize; nor (7) loss or damages resulting from an Entrant's connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mis-transcribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to Entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine Winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes, gains unauthorized access to accounts, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, Entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or

**acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.**

**D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

#### **9. FORCE MAJEURE:**

In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor has the right (time permitting) to select the Winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type of prize and quantity described in these Official Rules will be awarded. If, for any reason, including without limitation a printing, production or other error, more potential bona fide winners come forward seeking to claim prize in excess of the number of each type of prize set forth in these Official Rules, the Winner, or remaining winners, as the case may be, of the advertised prize available in the prize category in question may be selected in a random drawing from among all persons making valid claims for such prize(s). The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **10. GOVERNING LAW/JURISDICTION**

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the state of 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 Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, 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 Sweepstakes 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 State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

#### **11. WINNER'S LIST:**

To obtain a copy of the name of the Winner, send a self-addressed stamped envelope to: The Beaches of Fort Myers & Sanibel Hobie Island Hopper Songwriter Fest Eclipse ACX 12.0 Giveaway "Winner", PO Box 2001, Framingham, MA 01703-2001. Winner's list will be available after 10/12/21. All such requests must be received by 10/19/21.

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**The use of any name or trademark in connection with the prize is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.**