

BOO HARBOR COLORING CONTEST OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who submit a colored official BOO Harbor picture entry and who are under the age of twelve (12) as of the date of entry. Contest submissions must include the name, age, and room number to claim prize. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of Blue Harbor Resort, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Blue Harbor Resort as final and binding as it relates to the content of this Campaign.

3. Campaign Periods:

- a) Entries will be accepted starting on Friday, October 20, 2023 at 4:00 pm CST and ending Saturday, October 21, 2023 at 7:00 pm CST. All entries must be received by Saturday, October 21, 2023 at 7:00 pm CST. A winner will be posted at the front desk by Saturday, October 21, 2023 at 8:00 pm CST and a call will be placed to the room number associated with the winner.
- b) Entries will be accepted starting on Friday, October 27, 2023 at 4:00 pm CST and ending Saturday, October 28, 2023 at 7:00 pm CST. All entries must be received by Saturday, October 28, 2023 at 7:00 pm CST. A winner will be posted at the front desk by Saturday, October 28, 2023 at 8:00 pm CST and a call will be placed to the room number associated with the winner.

4. How to Enter: The Campaign must be entered by coloring the official BOO Harbor coloring contest picture and submitting at our front desk at Blue Harbor Resort during the campaign period. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Blue Harbor Resort. You may enter only once.

5. Prizes: The Winner(s) of the Campaign (the "Winner") for each age category, total of two (2) categories (Children ages: 6 and under and ages 7-12), (total 2 prizes awarded per campaign period) will receive a prize selection from our Halloween prize bin at the front desk. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Blue Harbor Resort. No cash or other prize substitution shall be permitted except at Blue Harbor Resort's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Blue Harbor Resort to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be determined by a panel of Blue Harbor Resort employees. Winner will be notified by phone call to the room at 8pm and winner will also be posted at the front desk. Blue Harbor Resort shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within one (1) day from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT BLUE HARBOR RESORT'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this contest (e.g., photo, video, text, etc.), You understand and agree that Blue Harbor Resort, anyone acting on behalf of Blue Harbor Resort, and Blue Harbor Resort's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this contest, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Blue Harbor Resort. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Blue Harbor Resort from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Blue Harbor Resort may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Blue Harbor Resort reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign(s) should virus, bug, non-authorized human intervention, fraud, or other cause beyond Blue Harbor Resort's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign(s). In such case, Blue Harbor Resort may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Blue Harbor Resort. Blue Harbor Resort reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign(s) or website or violates these Terms & Conditions. Blue Harbor Resort has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate

operation of the Campaign(s) may be a violation of criminal and civil laws. Should such attempt be made, Blue Harbor Resort reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Blue Harbor Resort and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign(s) and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF the United States AND the state of Wisconsin, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the state of Wisconsin having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Blue Harbor Resort website. To read the Privacy Policy, [click here](#).

13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Blue Harbor Resort, 725 Blue Harbor Drive, Sheboygan, Wisconsin 53081, United States. Requests must be received no later than November 30, 2023 5:00pm CST.

14. Sponsor: The Sponsor of the Campaign is Blue Harbor Resort, 725 Blue Harbor Drive, Sheboygan, Wisconsin 53081, United States.

15. Meta, Facebook, Instagram: The Campaign hosted by Blue Harbor Resort is in no way sponsored, endorsed, administered by, or associated with Meta, Facebook, or Instagram.