



RULES & REGULATIONS

Official Stay or Vacation Giveaway Rules & Regulations

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

These are the official rules that govern the operation of the Stay or Vacation Giveaway taking place December 1-31, 2021. This Giveaway is sponsored by Kids Quest, Inc. ("Sponsor") and is no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram. **Void where prohibited by law or where prior registration or approval is required, including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.**

1. **Eligibility:** This Giveaway is open to individuals who meet all the following criteria:
 - a. By entering a submission in the Stay or Vacation Giveaway, you affirm that you are at least 21 years of age and that you are fully able and competent to enter into terms, conditions, obligations, affirmations, representations and warranties set forth in these official rules.
 - b. You are a Facebook, Instagram, and/or Twitter follower of Sponsor
 - i. Kids Quest accounts:
 1. Facebook – @KidsQuestInc
 2. Instagram – @kidsquestinc
 3. Twitter – @KidsQuest1
 - ii. Cyber Quest accounts:
 1. Facebook – @CQArcade
 2. Instagram – @cyberquestarcade
 3. Twitter – @CQArcade
 - c. You are not an employee of Sponsor or any Sponsor parent, subsidiary or group company;
 - d. You are not involved in any part of the administration and execution of this Giveaway.
 - e. You are not an immediate family (parent, sibling, spouse, child) or household member of:
 - i. An employee of Sponsor or a Sponsor parent, subsidiary or group company; or
 - ii. A person involved in any part of the administration and execution of this Giveaway.
 - f. Each Entrant will be responsible for ensuring that their participation in, and entry into, this Giveaway is valid and in compliance with their relevant local law. This Giveaway is void where prohibited by law and where prior registration or approval is required including, but not limited to, Arizona, Puerto Rico and other US territories or possessions.
2. **Agreement to Rules:** By participating, the Entrant ("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 decision of Kids Quest, Inc. as final and binding as it relates to the content and winners of this Giveaway.
3. **Sweepstakes Period:** Entries will be accepted online starting Wednesday, December 1, 2021, at 12:00AM CST and ending Friday, December 31, 2021 at 11:59PM CST.
4. **How to Enter:** The Giveaway must be entered by submitting an entry using the online form(s) provided at www.kidsquest.com/promotional/stayorvacationgiveaway/.
 - a. The entry must fulfill all Giveaway 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 Kids Quest.
 - b. You may only enter once. You may receive bonus entries per each successful participant referral by sharing the Giveaway within the online form. You must provide the information



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requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Kids Quest, Inc.

5. **Prizes:** The Winner of each participating Casino Property will receive the prize package as outlined below:

- a. Avi Resort & Casino: A \$50 Kids Quest gift card. \$50.00 Approximate total (\$) value.
- b. Cliff Castle Casino Hotel: A \$50 Kids Quest gift card. \$50.00 Approximate total (\$) value.
- c. Mohegan Sun Casino: A \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$100.00 Approximate total (\$) value.
- d. Northern Quest Resort & Casino: A \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$100.00 Approximate total (\$) value.
- e. Soaring Eagle Casino & Resort: A \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$100.00 Approximate total (\$) value.
- f. Treasure Island Resort & Casino: A \$50 Kids Quest gift card and a \$50 Cyber Quest Arcade Club Card (voucher). \$100.00 Approximate total (\$) value.
- g. Actual/appraised value may differ at time of the prize reward. The specifics of the prize shall be solely determined by Kids Quest, Inc. No cash or other prize substitution shall be permitted except at Kids Quest, Inc. discretion.
- h. 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 Kids Quest, Inc. 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:** Winners will be selected randomly under the supervision of Kids Quest, Inc. Winners will be notified by email by Friday, January 7, 2022. Kids Quest 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.

- a. If Winner cannot be contacted, is ineligible, fails to claim the prize within 7 business days 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 Giveaway is conditioned upon compliance with any and all federal, state, and local laws and regulations.
- b. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Kids Quest's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. **Rights Granted by You:** By entering this Giveaway, You understand and agree that Kids Quest, anyone acting on behalf of Kids Quest and Kids Quest licensees, partners, 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 Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.



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9. **Terms & Conditions:** Kids Quest reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should a virus, bug, non-authorized human intervention, fraud, or other cause beyond Kids Quest control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, Kids Quest may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Kids Quest. Kids Quest reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts tampering with the entry process or operation of the Giveaway or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, Kids Quest reserves the right to seek damages and remedies available to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, you agree to release and hold harmless Kids Quest and its parent company, 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 Post Your Pumpkin Giveaway 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 Giveaway IS GOVERNED BY THE LAWS OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of the participating in this Giveaway 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 Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives 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 Giveaway). Participant further waives all rights to have damages multiplied or increased.

Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Kids Quest website.

Sponsor: The Sponsor of the Stay or Vacation Giveaway is Kids Quest, Inc.

The Sponsor of the Stay or Vacation Giveaway is Kids Quest, Inc. and can be contacted through the following:

Attn: Stay or Vacation Giveaway
Kids Quest Marketing Department
3405 Annapolis Lane N, Suite#100
Plymouth, MN 55447
Email: socialmedia@kidsquest.com