Official Rules

Terms, Conditions and Rules (the "Rules") for Online Sweepstakes (the "Promotion")

This Promotion is governed by the laws of the Texas, and all claims must be resolved in the federal orstate courts located in Texas. You are not authorized to participate in the Promotion if you are not located within the United States.

- 1. Eligibility. Entrant must be a legal resident of the United States 12/09/2019. Employees of Mesquite Convention and Visitors Bureau ("Sponsor"), its parents, subsidiaries, affiliates, advertising and promotion agencies and their family/household members (defined as parents, spouse, children, and siblings) are not eligible to enter. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED. All federal, state, and/or local rules and regulations apply.
- 2. How to Enter. Interested participants must download the Visit Mesquite TX! App on an Apple or Android device between the dates of 12/09 2019- 12/19/2019. Limit one entry per person. More than one entry from any person will void all entries from that person. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for any failure to receive entries due to transmission errors or technical failures of any kind, including but not limited to malfunction of any network, hardware, or software, whether originating with entrant or Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor.
- 3. How to Win; Odds of Winning. Winners will be selected in a random drawing from all eligible entries received during the duration of the contest by Sponsor, whose decisions are final and binding in all matters relating to the Promotion. Odds of winning depend on the number of eligible entries received. Potential winner will be notified via email on or about 12/20/2019. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all these requirements.
- 4. Prizes. The following prize will be awarded: A full weekend in Mesquite complete with an overnight hotel stay in one of our premier hotels, a meal at a popular Mesquite restaurant, and tickets to a top Mesquite attraction. The total approximate retail value of prize: {Need Value }. Sponsor makes no warranties with regard to the prize. Prize is not transferable. No substitution of prizes is allowed bywinner, but Sponsor reserves the right to substitute a prize of equal or greater value. Prize is not redeemable by winner for cash value. All taxes, fees and surcharges on prize are the sole responsibility of winner. Purchase of Internet service, wireless service or access to Wi-Fi capability is the sole responsibility of winner.
- 5. If the winner cannot be contacted within five (5) calendar days of first notification attempt, if prize or prize notification is returned as undeliverable, if winner rejects the prize or in the event of noncompliance with these Rules, the prize will be forfeited and an alternate winner will be selected from the remaining eligible entries. If a prize is forfeited, no compensation will be given.
- 6. Conditions. By participating, entrants and winner agree to release and hold harmless Sponsor, and its parent companies, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability

for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in the Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if the Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.

7. Miscellaneous. All entries become the sole property of Sponsor and none will be acknowledged or returned under any circumstances.

In the event of a dispute, A potential winner may be requested to provide proof that he/she has downloaded the Visit Mesquite TX! app during the specified time frame.

If for any reason the Promotion is not capable of proceeding as planned, including due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error, or any other causes that affect the security or proper conduct of the Promotion, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion.

Sponsor is not responsible for any error, interruption, deletion, defect, delay in operation or transmission; communications failure; loss, theft or destruction of entries; unauthorized access to or alteration of entries; any technical malfunction or problem with any telephone network or lines, computer or on line systems, computer equipment or software; failure of any e-mail or entry to be received by Sponsor (including due to technical problems or traffic congestion on the Internet or at any website); or any injury or damage to entrant's or any person's computer related to or resulting from participation or downloading any materials in the Promotion.

Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that the entrant is attempting or likely to undermine the legitimate operation of the Promotion, including by cheating, hacking, deception, use of automated quick entry programs or other unfair playing practices, or intends or is likely to annoy, abuse, threaten, or harass any other entrants or Sponsor representatives.

Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may violate criminal or civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from that person to the fullest extent permitted by law, in addition to any other legal and/or equitable remedies that are or may be available.

8. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information in accordance.

with Sponsor's privacy policy, and entrants acknowledge that they have read and accepted Sponsor's privacy policy.

9. Sponsor. The Sponsor of this Promotion is the Mesquite Convention and Visitors Bureau, 757 North Galloway Avenue, Mesquite, TX 75149.