



AFFIDAVIT OF ELIGIBILITY, LIABILITY & PUBLICITY / MATERIALS RELEASE

For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, _____ (name), of _____ (street address, city, state, zip code), hereinafter referred to as "Releasor", an entrant in and winner of the Baltimore Orioles Kids magazine Promotional Sweepstakes ("Sweepstakes"), sponsored by the Sarasota Convention and Visitors' Bureau, Inc. (d/b/a Visit Sarasota County) of 1777 Main Street, Suite 302, Sarasota FL 34236 hereafter referred to as "VSC", agrees to the following:

A. Sweepstakes Eligibility and Responsibility for Taxes on the Prize Package. By execution of this Affidavit, Releasor represents and warrants that Releasor meets all eligibility requirements as set forth in the OFFICIAL RULES FOR BALTIMORE ORIOLES KIDS MAGAZINE PROMOTIONAL SWEEPSTAKES ("Sweepstakes Rules"), a copy of which is attached as Exhibit A. Releasor acknowledges and accepts sole responsibility for meeting all tax obligations and fees associated with receipt of the Prize Package and/or use thereof. A properly completed W-9 (Exhibit B) shall be required to be returned to VSC prior to the receipt of the Prize Package. Releasor further agrees that once the Prize Package is awarded, there is no further obligation for VSC to utilize Releasor's Materials (defined below in Section C).

B. Release of VSC from General Liability for production of Materials and receipt of Prize Package. Releasor hereby releases and discharges VSC and all persons acting under VSC's direction, permission or authority, from any and all claims or liability by virtue of Releasor winning the Sweepstakes, including any claims for damages, losses or expenses of any sort arising from the production of the Materials (defined below). Releasor acknowledges that, with the exception of the potential opportunity of winning the Sweepstakes and receiving the Prize Package, there were no promises of any compensation for such use of the Materials by VSC or by anyone associated with VSC. Releasor agrees to indemnify and save harmless VSC, its licensees, agents, related parties, successors and assigns, from any and all claims and liability for damages, losses or expenses of any sort arising from the production of such Portraits and Recordings, and for their subsequent use.

C. Grant of Materials to VSC. Releasor hereby grants a worldwide, irrevocable, perpetual and exclusive license to use and publish for commercial purposes, such as in advertising or promotional materials or advertisements, the following items: (1) Releasor's name, photographic portraits, likenesses or pictures of Releasor ("Portraits") and/or video and/or voice recordings of Releasor ("Recordings"); (2) Any and all photographic images Releasor has submitted ("Submitted Images"); and, (3) Any and all writing samples Releasor has submitted ("Submitted Writings"). Releasor understands and agrees that the aforementioned Portraits, Recordings, Submitted Images and Submitted Writings, collectively referred to as "Materials", in whole or in part, may be included in any advertising or promotional materials of any medium of the VSC's choosing, with no restrictions of any kind on the VSC's use of the Materials. VSC advises that all Materials shall be used in a manner consistent with VSC's Personal Data and Privacy Policy.

Releasor represents and warrants that (s)he has read and understood the contents hereof, and that (s)he has the right and authority to execute this grant of rights and release of obligations.

The parties have executed this release and indemnification agreement on the date and year set forth below.

Releasor:

Sarasota Convention & Visitors' Bureau, Inc.
(dba as Visit Sarasota County):

Signature

Signature

Printed Name

Printed Name & Title

Date: _____

Date: _____

SSN

EXHIBIT A

VISIT SARASOTA COUNTY (VSC)

OFFICIAL RULES FOR ORIOLES KIDS MAGAZINE PROMOTIONAL SWEEPSTAKES (“Sweepstakes Rules”)

Please read the following Contest Rules carefully.

No purchase is necessary to Enter or Win.

- 1. CONCEPT:** Visit Sarasota County (“VSC”) is looking for parent(s) / guardian(s) that desire to accompany their minor children to see the Baltimore Orioles play Spring Training Baseball in Sarasota, Florida, and enjoy the opportunity to experience the Sarasota area in the spring time.
- 2. ELIGIBILITY:** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. This Promotional Sweepstakes is intended for play in the United States of America, and will be governed by applicable U.S. law, open only to legal residents of the U.S and the District of Columbia who are living in the U.S. or District of Columbia. By submitting a fully completed entry, the parent / guardian (“Entrant”) hereby agrees to be bound by these Official Sweepstakes Rules. Entrants, as potential winners, must: be able to legally prove their parental or guardianship role to the accompanying child; produce a valid driver's license and proof of insurance; and, agree to assume responsibility for the accompanying minor child. Employees, officers and directors of VSC and suppliers to VSC, and their immediate family (spouse, parents, grandparents, siblings and children, regardless of where they live) and household members (whether related or not) of each such employees are not eligible to win the Prize Package. Entrants may only be a Natural Person (human being) and only may submit one entry, which shall be hand written, and not computer generated or printed. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in Sweepstakes constitutes Entrant's full and unconditional agreement to these Official Sweepstakes Rules and to VSC's decisions, which are final and binding in all matters related to the Sweepstakes Promotion. Winning the Prize Package is contingent upon fulfilling all requirements set forth herein. Entrant has not yet won a Prize Package, and will not win a prize until notified officially by the Sweepstakes Administrator.
- 3. SPONSOR AND ADMINISTRATOR:** VSC is the Sponsor (“Sponsor”) of the Sweepstakes Promotion, and shall function as the Administrator (“Administrator”) of the Sweepstakes.
- 4. TIMING:** Entry into the Sweepstakes Promotion begins on December 1, 2017 and ends on January 26, 2018 (the “Promotion Period”). A winner will be announced on or before February 13, 2018.
- 5. ENTRY METHOD AND GUIDELINES:** Entry into the Sweepstakes may be made exclusively by completing the entry form “Entry” in the Orioles Kids magazine and mailing it to the Administrator, such that it is received by the Administrator on or before January 26, 2018, as delivered by the US Post Office. The Administrator's address is: Visit Sarasota County, 1777 Main Street, Suite 302, Sarasota, FL 34236.
- 6. PRIZE PACKAGE:** The Prize Package shall consist of: (a) two (2) tickets (for Entrant and accompanying minor child) to one (1) game to see the Baltimore Orioles play Spring Training in the Orioles Stadium in Sarasota, inclusive of; (b) two (2) round trip airline tickets to Sarasota Bradenton International Airport (SRQ) from an airport of the Administrator's choice, that is within 100 miles of winner's home residence; (c) tickets to certain Sarasota area attractions, chosen by Administrator; and, (d) three (3) nights lodging for two (2) at a three (3) star hotel, selected by Administrator, at time of booking trip/travel. The Prize Package is not to be considered an all-expenses paid vacation, but rather, a collection of prizes awarded as a package. The winning Entrant and accompanying minor child must be available to travel to Sarasota, Florida, U.S.A., during the time period outlined at the time of potential winning notification by Administrator in order to accept the Prize Package. No substitutions of prizes will be contemplated or permitted. In the event a winning Entrant cannot accept the Prize Package during the time frame allotted for the prize, then said Entrant will be disqualified, and the Administrator shall select one of the runner-up Entrants.
- 7. SELECTION OF WINNER.** After the Promotion Period ends, the final evaluation and selection of winner and runners up, shall be made by Administrator. Administrator shall make the final decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner, which shall be final and binding in all matters related to the Contest, but may be subject to change. Administrator will select the potential Sweepstakes winner from all eligible entries received during the Promotion Period (December 1, 2017 through January 26, 2018). Odds of winning the Prize Package

depends on the number entries received by the Administrator during the Sweepstakes Promotion Period. The potential winner will be notified by e-mail or telephone during the week of February 13, 2018. The Entrant selected as the potential winner will be required to sign and return an Affidavit of Eligibility, Liability & Publicity / Materials Release ("Affidavit"), which must be received by Administrator within seven (7) days of the date that notice or attempted notice is sent, in order to claim the Prize Package. The Affidavit of Eligibility will be mailed via U.S. Post Office or e-mailed to Entrant's e-mail address. If a potential winning Entrant: (a) cannot be contacted; (b) the prize notification letter is returned as undeliverable; (c) cannot accept the Prize Package at the times described above; or, (d) fails to execute and return the Affidavit within the required time period, then the potential winning Entrant shall be disqualified and forfeit the prize. Receiving the Prize Package is contingent upon full compliance with these Official Sweepstakes Rules. In the event that the potential winning Entrant is disqualified for any reason, Administrator shall have the right to award the Prize Package to an alternate winner as determined by Administrator, from among the remaining eligible finalists. Only two (2) alternate award determinations will be made, after which the Prize Package will remain un-awarded.

8. PRIZE CONDITIONS. Approximate Retail Value ("ARV") of the Prize Package is approximately \$1,500.00. ARV is determined as of the date of publication of these Sweepstakes Rules. The difference in value of prizes as stated herein and the value at the time of prize notification and/or award, if any, will not be awarded. Prizes are non-transferrable and no substitutions or cash redemptions will be made. All taxes on Prize Package are the sole responsibility of winner. Winner acknowledges that the Released Parties (as defined below) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Additional fees for incidental meals or fees not provided in the Prize Package, such as gratuities, luggage fees, incidental hotel or lodging charges, and any other travel expenses not specified herein, shall be the sole responsibility of the winner. The Entrant who wins the Prize Package must be accompanied by a minor child for whom the Entrant is the parent or legal guardian. Minor child must be accompanied at all times by minor's parent or legal guardian during the trip to Sarasota (including, but not limited to in-flight, lodging stay, and at all Prize Package related events). Entrant and accompanying minor child must travel on same itinerary. In the event a passport is required for the winner to enter the United States, it is the sole responsibility of winner to obtain said valid passport, at the winner's sole expense. Administrator shall not be responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, venue operators, transportation companies, car rental agencies, prize providers or any other persons providing a Prize Package related service or accommodation. Additional Prize Package award details and travel information shall be provided to the Prize winner at the time of notification.

9. PUBLICITY. Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, video images, statements and opinions for promotional purposes in any media, worldwide, without further permission, payment or consideration.

10. RELEASE. By entering Sweepstakes, Entrant agrees, subject to applicable law: (a) to be bound by these Sweepstakes Rules and the decisions of the Sponsor and Administrator, which are final and binding in all respects; (b) that a copy of Entrant's Sweepstakes Entry may be posted on Sponsor's website, in the Sponsor's discretion, and that Entrant agrees to grant the Sponsor and its agents an unlimited, worldwide, perpetual, exclusive license and right to publish, use or publicly perform the Sweepstakes entry in any way and in all media, without limitation, and without any consideration to Entrant; (c) that Entrant agrees to the use of Sweepstake Entrant's name in connection with his or her Sweepstakes Entry for advertising, marketing or promotional purposes in connection with this Promotion; (d) to release and hold harmless the Sponsor, Administrator and their employees, agents, representatives, affiliates and suppliers (collectively, the "Released Parties"), from and against any and all liability, loss, damage, claims or expenses, personal injury, death or property damage arising out of the Sweepstakes Promotion, or the receipt, possession or use or misuse of any prize, including any related travel, the use of the Entry - if applicable, in any manner by Released Parties or any information displayed on any website in connection with this Sweepstakes and any claims based upon the right of publicity or invasion of privacy; (e) under no circumstances will Entrant be permitted to claim awards for damages, including for punitive, incidental or consequential or any kind, other than for actual out-of-pocket expenses; (f) that all 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, (g) that any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs, and exclusively by a court of competent jurisdiction in Sarasota County, Florida, U.S.A.. By accepting the Prize Package, Entrant agrees, and agrees to confirm in writing (if requested), that Sponsor and its designees shall have the right to use the winning Entrant's name, entry, likeness, voice, statements and biographical information in connection with this Sweepstakes including, without limitation, use of entry in marketing and advertising materials, and the advertising, marketing and promotion thereof, without any additional compensation, notification or permission, except where prohibited by law.

11. LIMITATIONS OF LIABILITY. The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether or not caused by Entrants; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (e) late, lost undeliverable, damaged or stolen mail; or (f) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is to make another entry in the Sweepstakes, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Administrator, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the Prize Package offered herein. No more than the one (1) stated Prize Package will be awarded

12. DISPUTES. 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 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. This Sweepstakes is governed by U.S. law and is subject to all federal, state and local laws and regulations. Void where prohibited by law.

13. ENTRANT'S PERSONAL INFORMATION. Information collected from Entrants is subject to Sponsor's Privacy Policy, as set forth at <http://www.visitsarasota.org/information/privacy-policy>

14. WINNER Information. For the name of the selected winner, please contact the VSC at 941-955-0991.

EXHIBIT B

