

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **Eligibility:** The Guppyween Pumpkin Palooza Giveaway is open only to legal residents of the fifty [50] United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. This Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
2. **Organization:** The Guppyween Pumpkin Palooza Giveaway [the "Giveaway"] is sponsored by The Florida Aquarium [the "Organization"] a Section 501(c)(3) tax-exempt organization with its principal place of business at 701 Channelside Dr., Tampa, FL 33602.
3. **Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and to Organization's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **Timing:** The Contest begins on October 2, 2024 at 12:00 PM Eastern Standard Time ("EST") and ends October 25, 2024 at 5:00 PM. EST (the "Contest Period") and consists of one (1) entry period ("Entry Period"). For the purposes of this Contest, the Entry Period is defined as beginning October 2, 2024 at 12:00 PM EST and ending October 25, 2024 at 5:00 PM EST. Organization's computer is the official time-keeping device for this Contest.
5. **How to Enter:**
 - a. By submitting your information, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below [collectively, the "Guidelines and Restrictions"] and that Organization may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions or is otherwise not in compliance with these Official Rules.
 - b. **Submission Guidelines:**
 - i. Submit a photo of your marine-themed carved pumpkin to by posting to social media, tagging us at The Florida Aquarium on Facebook, @floridaaquarium on Instagram, or @floridaaquarium on Twitter, and use the hashtag #Guppyween.

- ii. Participants must be 18 years of age or older.
- iii. Contest will begin on October 2, 2024 at 12:00 PM EST and end on October 25, 2024 5:00 PM EST. All entries must be submitted no later than October 25, 2024 at 5:00 PM EST.

6. Winner Determination: Following the Entry Period, the Organization will randomly select one (1) winner from all Giveaway entries during the Entry Period. Subject to verification of eligibility and compliance with the mandatory requirements, the person who is selected will be declared the winner. The Winning Name will be announced on The Florida Aquarium's Facebook, Instagram, and Twitter and will be contacted within one hour of the end of the Drawing. Organization's decision regarding the winner of the contest will be final.

Rules, or the prize is returned as undeliverable, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Organization's sole discretion. Up to three [3] alternate winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify the winner's agreement and consent that Organization and its designees may use the winner's name, city, state, likeness, Submission and/or prize information in connection with this Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the winner shall irrevocably grant, transfer, convey and assign to Organization the entirety of his/her rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that Organization shall not be obligated to use the Submission and that Organization in its sole discretion shall have the right to refrain from using the Submission. Organization shall not incur any liability whatsoever to the extent Organization chooses to refrain from any exploitation of its rights hereunder. The winner will indemnify The Florida Aquarium, its corporate parent and/or subsidiaries, officers, directors, employees, and agents ["Released Parties"] and any licensee against all claims, damages, liabilities, and expenses [including reasonable counsel fees and legal expenses] arising out of any breach of these terms.

7. Prize: One prize will be awarded. The prize awarded will be one [1] Family 4-Pack of General Admission tickets to The Florida Aquarium for October 26 - 27, 2024.
 - a. The odds of winning depend on the number of entries.
 - b. Prize offered is provided "as is" with no warranty or guarantee either express or implied by the Organization.
 - c. The Organization has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to prize. Other restrictions apply.

- d. Prize is non-transferable, cannot be redeemed for cash and no substitution will be made except as provided herein at the Organization's sole discretion. Organization reserves the right to substitute a prize for one of comparable or greater value, in its sole discretion. The winner is responsible for all taxes and fees associated with prize receipt and/or use. All prize details are at the Organization's sole discretion. Limit: One [1] prize per person during the Contest Period.
- 8. General Conditions: Organization reserves the right to cancel, suspend and/or modify this Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of this Contest, as determined by Organization in its sole discretion. If terminated, Organization may, in its sole discretion, determine the winner from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above or as otherwise deemed fair and appropriate by Organization. Organization, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of this Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and to void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of this Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Organization reserves the right to seek damages and other remedies [including attorneys' fees] from any such person to the fullest extent permitted by law. Organization's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. Limitations of Liability: Released Parties are not responsible for: [1] any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; [2] technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, or lost, interrupted or unavailable network, server, Internet Service Provider [ISP], website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions; [3] unauthorized human intervention in any part of the Submission process or the Contest; [4] other errors or problems of any kind relating to or in connection with the Promotion, whether printing, typographical, technical, computer,

network, mechanical, human error or otherwise, which may occur in the administration of the Contest, the uploading or processing of entries, or the processing or judging of Submissions, the announcement of the prizes or in any promotion-related materials; [5] late, lost, undeliverable, damaged or stolen mail; or [6] 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 this Contest or receipt or use or misuse of any prize. Released Parties are not responsible for any unauthorized third-party use of any Submission.

- 11 Disputes: Except where prohibited, entrant agrees that: [1] any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Circuit Court in Hillsborough County, 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 Contest, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; and [3] 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 Organization in connection with the Contest, 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.

THE FLORIDA AQUARIUM, INC. IS A 501(C)(3) NOT-FOR-PROFIT ORGANIZATION AND ALL GIFTS MADE TO THE AQUARIUM ARE TAX-DEDUCTIBLE TO THE EXTENT PROVIDED BY LAW. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE OR BY VISITING www.FreshFromFlorida.com. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE. REGISTRATION NUMBER CH1985.