

The 2016 EverBank Vail Mountain Escape Sweepstakes Official Rules

NO PURCHASE OR PAYMENT, BUSINESS RELATIONSHIP, OR REQUESTS FOR INFORMATION REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT, BUSINESS RELATIONSHIP, OR REQUEST FOR INFORMATION WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET.

These Official Rules apply to the 2016 EverBank Vail Mountain Escape Sweepstakes (the "Promotion").

1. Participating in the Promotion: This Promotion consists of two (2) parts or phases: (A) the GoPro Mountain Games Sweepstakes Grand Prize (the "Sweepstakes") and (B) the Instant Win Game (the "Instant Win Game"). To enter the Sweepstakes, an entrant must follow the instructions described below in "How to Enter." Eligible entrants into the Sweepstakes will receive a play into the Instant Win Game as described below in "How to Enter."

2. Eligibility:

(A) Basic Requirements: The Promotion is open only to legal residents of the fifty (50) United States and District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of EverBank, Vail Valley Foundation, Vail Valley Foundation Partners, HelloWorld, Inc., or their respective affiliates, advertising, public relations, account or legal firms, and the immediate family members or individuals living in the same house hold of such employees, are not eligible to enter the Promotion or win any prize. For purposes of these eligibility rules, "immediate family members" means spouse, children, parents, parents of spouse, siblings, and spouse's siblings. By entering the Promotion, each entrant fully and unconditionally agrees to be bound by these Official Rules, and Sponsor's (defined below) and Administrator's (defined below) decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

(B) Additional Eligibility Requirements: Prior to being eligible to receive any prize, an entrant who has been selected as a potential winner of the Sweepstakes or an Instant Win Game must provide Administrator with any information or certifications needed by Administrator, in its judgment. Without limiting the foregoing, a person who was selected as the winner of the Sweepstakes or of an Instant Win Game may be required to sign a copy of these Official Rules, and to complete and sign (1) a spectator agreement, (2) a Declaration of Compliance, Liability and Publicity Release, (3) a release and waiver of liability, and (4) any other document that the Sponsor or Administrator determines is required, necessary or appropriate, in their judgment, to confirm the winner's eligibility and for tax reporting purposes.

Being eligible to participate in the Promotion or receive a prize is contingent upon compliance with these Official Rules.

The Promotion is subject to all applicable federal, state, territorial, municipal, and local laws and regulations. The Promotion is void where prohibited.

3. Sponsor and Administrator:

(A) Sponsor: EverBank, 501 Riverside Ave., Jacksonville, FL, 32202.

(B) Administrator: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

4. Promotion Entry Period: The Promotion begins on February 29, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on April 22, 2016 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

5. How to Enter:

(A) Basic Requirements: To enter the Sweepstakes, an entrant may visit, during the Promotion Period, the Promotion Homepage: <https://www.everbank.com/mountaingames>. The entrant must fully complete registration form, including a valid email address, and submit the registration form as described on the Promotion Homepage.

Each entrant who successfully submits a completed registration form will automatically receive one (1) entry into the Sweepstakes and one (1) Instant Win Game play for that day. After submission of the completed registration form, the entrant will be advanced to the Instant Win Game page, where the entrant must follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

(B) Limit: Subject to the “Bonus Sweepstakes Entries” section below, each person meeting the above eligibility requirements may enter the Sweepstakes and play the Instant Win Game one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

(C) Bonus Sweepstakes Entries: After an entrant receives the Instant Win Game results, that entrant may also receive bonus Sweepstakes entries by following any of the three (3) methods:

- a. **Twitter**: Each entrant may click on the “tweet” button to tweet about the Promotion. An entrant who clicks on the tweet button will receive one (1) bonus entry into the Sweepstakes. Limit: An entrant may use this method one (1) time per day during the Promotion Period.
- b. **LinkedIn**: Each entrant may click on the “LinkedIn” button to share the Promotion on LinkedIn. An entrant who clicks on the LinkedIn button will receive one (1) bonus entry into the Sweepstakes. Limit: An entrant may use this method one (1) time per day during the Promotion Period.
- c. **Email Share**: Each entrant will be invited to submit the names and email addresses of up to three (3) friends who must be eligible to enter the Promotion. Each person that an entrant refers will receive an email notifying him or her about the Promotion. An entrant may only refer persons with whom the entrant has an existing relationship. For each referral with a valid email address, an entrant will be given one (1) bonus entry into the Sweepstakes. Limits: (A) An entrant may use this method to refer up to three (3) people, receiving up to (3) bonus entries into the Sweepstakes per day during the Promotion Period; (B) an entrant may refer the same person/email address only once during the Promotion Period.

6. Sweepstakes Drawing and Instant Win Game – Selection of Potential Winners: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all

matters related to the Promotion.

(A) Sweepstakes: Administrator will randomly select the potential Sweepstakes winner from all eligible entries on or around April 25, 2016.

(B) Instant Win Game: There will be eight (8) random, computer-generated winning times during the Promotion Period. If an entrant is the first player to play the Instant Win Game at or after one of the randomly-generated times, that entrant will be a potential instant winner of that Instant Win Game and will be eligible to receive the prize. Any Instant Win Game winner is ineligible to win another Instant Win Game.

7. Verification of Potential Winners: Following the selection of the potential winner of the Sweepstakes, the potential winner is subject to final verification of eligibility by Sponsor or Administrator, whose decision is final and binding in all matters related to the eligibility. An entrant is not a winner of the Sweepstakes, any Instant Win Game, or any prize, even if the entrant's name was drawn in a Sweepstakes or if the preliminary notification(s) following the Instant Win Game should so indicate, unless and until entrant's eligibility has been verified and entrant has completed all necessary forms and documents, and the potential winner has been notified that verification is complete. Administrator will not accept screen shots or other evidence of winning in lieu of Administrator's validation process. Any play that occurs after the system has failed for any reason is deemed a defective play and is void and will not be honored.

Being eligible to participate in the Promotion or receive a prize is contingent upon compliance with these Official Rules.

Administrator will notify by mail, email or phone the potential Sweepstakes winner and each potential Instant Win Game winner. The potential Sweepstakes Grand Prize winner (parent/legal guardian if the potential winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release and other documents requested by Administrator or Sponsor, all of which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. At any time, if (i) Sponsor or Administrator determines that a person whose submission is selected as a potential winner is not eligible to participate in the Promotion, or (ii) a person whose name is drawn refuses to accept the selection as a winner, or (iii) a person whose name is drawn cannot or does not complete the eligibility requirements described in "Additional Eligibility Requirements" above, or (iv) a person cannot be contacted, or (v) a winner's prize is returned as undeliverable, then that person will be ineligible to win a prize. In the event that a potential winner is disqualified or ineligible for any reason, the Sponsor will award the applicable prize to an alternate winner by selecting from all remaining eligible entries. Only three (3) alternate drawings for each prize will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

(A) Sweepstakes Prize: ONE (1) GRAND PRIZE. A trip for two (2) to Vail, Colorado. The trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Vail, Colorado; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; two (2) registrations in a GoPro Mountain Game event (determined by Sponsor in its sole discretion), two (2) VIP tickets to the GoPro Mountain Games from June 9, 2016 – June 12, 2016; and travel agent services. Winner must travel on or around June 8, 2016 and return on June 12, 2016 or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or

compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. The winner's travel companion must be eighteen (18) years of age or older as of the date of departure, unless the companion is a child of the winner or is a sibling or friend of the winner with the appropriate parental permissions and releases. The winner and the winner's companion must travel on the same itinerary and at the same time. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Winner's travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. The Sponsor is not responsible if the GoPro Mountain Games are delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to GoPro's standard rain-check policies and procedures. By accepting the ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. The Sponsor is not responsible if winner does not use ticket on day of event. Approximate Retail Value of Grand Prize ("ARV"): \$6,500. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. One Grand Prize will be awarded to one winner of the Sweepstakes.

(B) Instant Win Game Prizes: EIGHT (8) INSTANT WIN PRIZES. A GoPro HERO4 Session camera. ARV: \$200. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) Grand Prize and one (1) Instant Win Game Prize per person. TOTAL ARV OF ALL PRIZES: \$8,100.

9. Additional Agreements/Waivers: By entering the Promotion, each entrant agrees (a) to be bound by these Official Rules and to interpretation of these rules by Sponsor or Administrator and (b) to release and hold harmless the Sponsor, Vail Valley Foundation, Vail Valley Foundation Partners, Twitter, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except as prohibited by law, participation in the Promotion constitutes the winner's consent to Sponsor's and its agents' use and publication, without further compensation, of the winner's name, photograph, likeness, voice, opinions, biographical information, and details of

winning for advertising, promotional, or regulatory purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; 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 Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://about.everbank/privacy> and Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

15. Winner List: For a winner list, visit <http://bit.ly/1Sk3NVO>. The winner list will be posted after winner confirmation is complete.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter

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