

BATES Trip Contest Rules

TO ENTER:

NO PURCHASE NECESSARY. Contestants shall enter by completing and submitting the entry form on this website. Use of robotic, automatic, programmed or similar entry modes is prohibited and will be void. In case of an identity dispute, the registered user of the email account on the date of entry will be the recognized user. Contestants may also mail a 3x5 index card containing contestants full name, address, email and phone number and mail to Bates Amusements Inc. 1292 Bantam Ridge Road Wintersville, OH 43953. One entry per mailing will be accepted.

From the entries collected, there will be one (1) drawing for the trip to Disney World. The drawing will take place on November 1, 2015.

Entrants must be 18 years of age or older to be eligible. Bates Brothers Amusement Co. and Bates Amusement Inc. (hereinafter known collectively as **BATES**) and their respective agents, employees, affiliates and subsidiaries are not responsible for illegible, lost, late, damaged, incomplete, postage-due, or misdirected mail or entries. All materials submitted become the property of BATES and will not be returned.

RANDOM DRAWING: Prize Winner will be selected in a random drawing from among all eligible entries received. Odds of winning will depend upon the number of eligible entries received. Three (3) alternates are automatically drawn. BATES will contact winners within three (3) days of the promotion drawing by phone or email. Winners must respond and/or accept prize within five (5) days of the first attempt to notify winner. If the winner does not accept the prize, the alternates will be contacted within the order drawn.

GENERAL RULES: Employees of BATES, their respective agents, employees, commissioners, directors, affiliates, subsidiaries, assignees, advertising and promotion agencies, suppliers and the immediate family members and/or those living in the same household of each are not eligible to enter this promotion. Void where prohibited by law. Any federal, state and/or local taxes are the sole responsibility of Prize Winner. All federal, state and local laws and regulations apply. Acceptance of a prize constitutes permission to the BATES and their agents, employees, commissioners, directors, affiliates, subsidiaries, and assignee, advertising and promotion agencies, and suppliers to use the Prize Winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. Further, by accepting a prize, Prize Winner agrees to hold BATES, their respective agents, employees, commissioners, directors, affiliates, subsidiaries and assignees absolutely harmless against any and all claims and/or liability arising out of participation in this promotion and/or the ownership and/or use of a prize. Prize Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. By participating in this promotion, all entrants agree to be bound by these Official Rules.

TAXES: Winners are responsible for paying all applicable local, county, state and federal taxes on prizes based on the estimated retail value of the prize, as set forth in the contest rules, and will be issued an IRS 1099 form for the all prize won from BATES where the aggregate value of prize is \$600 or more.

RULES REGARDING TRIP:

1. The entire prize/trip must be booked through the AAA office as designated by BATES. The trip components provided through AAA may contain domestic airfare, hotel, hotel meal plan, theme park and attraction tickets in the Greater Orlando, FL area only. The total value of the combination of the above travel components including any and all State, Local, Regional or Federal taxes on these components, as calculated by AAA, shall not exceed \$5,000 USD at the time the trip is booked and at the time the trip is completed. In no circumstance whatsoever shall the value of the total prize/trip exceed \$5,000 USD. Should trip/prize components be less than the \$5,000 USD limit the prize will be deemed fulfilled and the difference will not be paid to winner.
2. Air travel will include only round-trip, coach-class air transportation from a commercial airport in the greater metropolitan area that the winner is located in. All flights must be domestic and fly within the Continental United States.
3. Overnight accommodations will include room and tax only; neither incidental expenses nor ground transportation will be included.
4. Trip package may require that the winner and/or the winner's guest(s) be over 18 or over 21.
5. The prize/trip must be booked through AAA and completed by May 31, 2017. Any or all portions of this trip/prize not utilized by this date shall be forfeited by winner. BATES or AAA shall have no obligation to winner for portion of prize/trip not utilized after May 31, 2017.
6. Prize/trip is based on availability and subject to additional restrictions including blackouts, peak period restrictions and expiration dates imposed by AAA, and/or agents participating in the contest. These restrictions are not subject to negotiation. In addition, such winners/guests are solely responsible for obtaining any international travel documents, visas or passports required. Reservations are non-transferable and once booked and confirmed may not be rescheduled.
7. With respect to travel and/or event tickets of any kind, BATES are not responsible for replacing or reimbursing winners with any form of compensation for flights or events that are canceled, rescheduled or delayed. All cancellations are deemed beyond the control of BATES and its agents. This includes, but is not limited to, event cancellations, trip schedule changes, flight cancellations, changes in travel arrangements, travel delays of any form and duration, as well as all delays or cancellations due to acts of nature, terrorism (including threats), illness or war. Additionally, BATES is not responsible for any work stoppage that may affect BATES ability to provide any of the prizes. BATES is not responsible for any expenses incurred by contest winners as a result of such cancellations or delays.
8. The prize/trip is non transferrable and has no cash value whatsoever.