

**SUMMER WINTER ACTION TOURS, LLC DBA "SWAT" SPRING BREAK 2015  
SURVEY GIVEAWAY CONTEST  
(the "Contest")**

I do hereby declare that I, \_\_\_\_\_ of \_\_\_\_\_,  
*Full Name Mailing Address*

\_\_\_\_\_, \_\_\_\_\_ am a selected entrant (the "Entrant") in the Contest. I  
*City State Zip Code*

understand that I will be awarded a prize consisting of \_\_\_\_\_  
*Prize Won*

(the "Prize") if I complete this Release and Declaration of Compliance and otherwise comply with the Contest rules ("Official Rules"), and that at that point I will be a winner (a "Winner").

In consideration of the awarding of the Prize to me, I hereby:

- a) Acknowledge that I have read, have complied, and will comply with all the rules, regulations, terms and conditions set forth in the Official Rules; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Contest and have not sought to influence the outcome of the Contest other than by participating as expressly permitted in the Official Rules;
- b) Acknowledge that the Prize is as described in the Official Rules (incorporated herein by reference "EXHIBIT "A");
- c) Agree that I will accept the Prize as awarded;
- d) Agree to be responsible for all federal, state, and local taxes associated with Prize acceptance;
- e) Release, indemnify, and hold harmless Summer Winter Action Tours, LLC dba "SWAT" ("Sponsor"); their respective parents, subsidiaries, and affiliates and advertising and promotion agencies; the employees, officers, directors, representatives, and agents of each of the foregoing; and the heirs, executors, administrators, personal representatives, successors, and assigns of the foregoing (collectively, "Releasees") from any and all claims, demands, payments, actions, or causes of action for damages, loss or injury, arising as a result of my participating in the Contest and accepting the Prize, which I or my heirs, executors, administrators, personal representatives, or assigns may now or hereafter have against them;
- f) Grant Sponsor and any of Sponsor's clients or designees the right to use my name, city of residence, and any image taken of my by or on behalf of Sponsor, in connection with the Contest, in any and all media now or hereafter devised without limitation and without

additional compensation, notification, or permission or other liability to me or my heirs, executors, administrators, personal representatives, or assigns, and;

- g) Declare that:
  - a. I am a legal resident of either the 50 United States or District of Columbia;
  - b. I was at least 18 years of age at the time of entry;
  - c. I nor anyone with whom I live (whether or not related) or any of my immediate family members (spouse, parent, child, sibling, or their respective spouses, regardless of where they reside) is an employee, officer, director, or representative of Sponsor or any of their respective parents, subsidiaries, affiliates, or advertising and promotion agencies, and;
  - d. The terms of the Official Rules and this Release shall apply to and be binding on me and my heirs, executors, administrators, personal representatives, and assigns.
- h) Warrant and represent that I have full right and power to enter into this Release, and that the terms of this document do not in any way conflict with any existing commitment on my part.
- i) Agree that this Release supersedes any prior understands between me and Sponsor relating to the rights granted herein and no provision of this Release can be modified by any other instrument, invoice, or document unless in writing and signed by the parties hereto.
- j) Acknowledge this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Releasees, and that no action will be take by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the parents, guardians, heirs, executors, and administrators of the undersigned.
- k) Understand that if any statement made by me in the Release is false or if I am otherwise deemed ineligible or unable to accept the Prize for any reason, then, in addition to any other remedies that may be taken against me, I agree to refund to Sponsor the Prize.
- l) I have been given a full opportunity to review and analyze this Release as well as the promotions in the Official Rules for this Contest. I fully and completely understand all of the terms of this Release and sign it voluntarily, freely, and knowingly.

This submission should be sent to Summer Winter Action Tours, LLC dba "SWAT" via: mail at SWAT, 245 Fischer Ave., Suite D-2, Costa Mesa, CA 92626.

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## EXHIBIT "A"

### SWAT SPRING BREAK 2015 SURVEY GIVEAWAY OFFICIAL CONTEST RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

#### 1. Eligibility

- a. The SWAT Spring Break 2015 Survey Giveaway (the "Contest") is open 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. Employees of Summer Winter Action Tours, LLC dba "SWAT" and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

#### 2. Sponsor

- a. The Sweepstakes is sponsored by Summer Winter Action Tours, LLC dba "SWAT", located at 245 Fischer Ave., Suite D2, Costa Mesa, California 92626.

#### 3. Agreement to Official Rules

- a. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

#### 4. Contest Period

- a. The Contest begins on May 01, 2015 at 12:00AM Pacific and ends on September 15, 2015 at 11:59PM Pacific (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods: Online, Mail.

#### 5. How to Enter

- a. Online: This method of entry will be available by taking the online SWAT Spring Break 2015 survey available at <http://www.surveygizmo.com/s3/2103220/Spring-Break-2015-Traveler-Survey> and following the directions provided to fill out and submit the required entry information.
- b. Mail: Entries may be submitted by mailing a self-addressed stamped envelope to:
  - i. SWAT  
Attn: Survey Responses  
245 Fischer Ave., Suite D2  
Costa Mesa, CA 92626

- ii. Entries submitted by mail must include the entrant's first and last name, home and/or cell phone number, email address, mailing address, birthdate, and the university, college, or other academic institution attended, if applicable.
- c. Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period, regardless of method of entry. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## **6. Prize Drawing**

- a. On or about September 15, 2015, the Sponsor will select potential winners in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about September 20, 2015. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## **7. Winner Notification**

- a. The potential winners will be notified by email, mail or phone. Each potential Grand and First Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If the potential winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

## **8. Prizes**

- a. Potential winner will have his/her choice of one of the following prizes, based on availability of prizes not already awarded:
  - b. Four (4) SWAT Spring Break 2016 Lake Havasu Standard Hotel Packages
  - c. Twelve (12) SWAT Spring Break 2016 Lake Havasu Party Packages
  - d. Twelve (12) SWAT Spring Break 2016 Lake Havasu VIP Passes
  - e. Twelve (12) SWAT Spring Break 2016 Lake Havasu Shuttle Passes

- f. Five (5) Pairs Zipbuds Headphones
- g. Two (2) Rockstar Energy Drink Sector 9 Skateboards

## **9. General Conditions**

- a. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## **10. Release and Limitations of Liability**

- a. By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Sweepstakes or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any

cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorneys' fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **11. Disputes**

- a. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than California.

## **12. Privacy**

- a. Information collected from entrants is subject to sponsor's privacy policy.