

## FATHER'S DAY SWEEPSTAKES

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### OFFICIAL SWEEPSTAKES RULES

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- **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.**
- **VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.**
- **BY ENTERING THIS SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL SWEEPSTAKES RULES AS A BINDING CONTRACT.**

1. **Sponsor and Administrator:** The Father's Day Sweepstakes ("Sweepstakes") is sponsored and administered by DNC Parks & Resorts at Gideon Putnam, LLC ("Sponsor"). Sponsor operates The Gideon Putnam, located at 24 Gideon Putnam Rd, Saratoga Springs, NY 12866.

2. **Submission Period and Drawing:** The Sweepstakes begins at 4 p.m. EST on June 18, 2021, and runs until 11:59 p.m. EST on June 20, 2021, which may be extended in Sponsor's sole discretion (the "Submission Period"). A random drawing will be held on June 21, 2021, by Sponsor to select the winner from among all eligible entries received. All entries must be submitted during the Submission Period. Odds of winning the prize depend on total number of eligible entries received during the Submission Period. Under no circumstances will Sponsor award more than one prize. Sponsor cannot accurately predict the number of entrants who will participate in the Sweepstakes (each an "Entrant").

3. **Entrant's Acceptance of Rules.** By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules (the "Rules") and the decisions of Sponsor, which shall be final and binding in all respects. This Sweepstakes is void in Puerto Rico, and all other U.S. territories, U.S. military installations in foreign countries and possessions, foreign countries and everywhere prohibited by law.

4. **Eligibility:** The Sweepstakes is open only to legal residents of the United States who are 18 years of age and older or if different, the age of majority as established by such individual's state of residence, as of the date of entry. Employees, officers, directors, managers and members, along with their respective immediate family members, of Sponsor and its affiliates, and any other entities involved in any manner with the marketing, sponsoring, fulfilling or administration of the Sweepstakes (collectively, the "Sweepstakes Entities"), are not eligible to participate or win. The term "immediate family member" includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in the same residence as the winner at least three (3) months per year, whether related or not.

5. **How to Enter:** NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. All lodging guests that meet eligibility requirements and check in during the Submission Period will be automatically

entered, unless otherwise specified. All other Entrants must complete provided entry form to enter this Sweepstakes.

6. **Winner Selection:** The Sweepstakes will have one winner. The winner will be contacted via the phone number and/or email address provided on their reservation or entry form (“Initial Notification”). The winner must respond within 72 hours of the Initial Notification. After responding to the Initial Notification, the potential winner will be required to execute and return an Affidavit of Eligibility/Release/Indemnification and a Publicity Release, where allowed by law, within five (5) business days after it is received. A potential winner who does not respond to the Initial Notification, does not meet the stated eligibility requirements, does not return the required documentation, refuses to accept the prize, or any prize notification which is returned as undeliverable will be disqualified and Sponsor will award the prize to an alternate winner selected from the remaining pool of eligible entries. A selected potential winner will not be an official winner until all required documentation has been returned, and eligibility has been formally verified. Only three (3) alternate drawings will be held, after which the prize will remain unawarded.

7. **Entry Limits:** Entry into the Sweepstakes is limited to one entry per guest room, dining room table, or family. Sponsor is not responsible for late, incomplete, or invalid Entries, which will be disqualified.

Potential winners may be required to provide proof of eligibility upon request. Proof of submission of entry does not constitute proof of delivery of entry.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. **ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF AN ENTRANT MAKES SUCH AN ATTEMPT, SPONSOR MAY DISQUALIFY SUCH ENTRANT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.**

8. **General Conditions.** Subject to its sole discretion, Sponsor reserves the right to disqualify any Entrant that has, whether in writing or orally, directly or indirectly, criticized or disparaged Sponsor, its affiliates or any of its or their properties.

If, for any reason, the Sweepstakes is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner from among all eligible entries received prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Rules, as determined by Sponsor in its sole discretion. Inclusion in such drawing shall be each Entrant’s sole and exclusive remedy under such circumstances. Notice of such action by Sponsor will be posted on the Sponsor’s website: <https://www.gideonputnam.com/>.

9. **Prize Details and Restrictions:** Each winner will receive as a prize: One 15-gallon Grizzly cooler; five McCormick grill spices; twelve 18 oz. bottles of Sweet Baby Ray’s BBQ sauce; set of two Cargill

tumblers; Johnsonville grill tool kit; Kraft Heinz T-shirt and oven mitt; Ken's baseball cap; and a voucher from Tyson valid for one package each of Tyson Any'tizers Tequila Lime Wings, Ball Park Angus Franks, Wright Brand Bacon, Jimmy Dean Premium Pork Sausage, and Hillshire Farm Smoked Sausage.

The retail value of the prize is approximately \$500. The final retail value of the prize may be lower than the approximate retail value. If the final retail value of the prize is less than the approximate retail value, the difference shall not be awarded. Federal, state and local taxes and other governmental charges (as applicable), and the reporting consequences thereof, are the sole responsibility of winner. Winner must submit a valid executed IRS Form W9, and if required by law, will receive a 1099 tax form from Sponsor reflecting the fair market value of the prize received.

The winner may choose to pick up the prize from Sponsor or have the prize shipped to their home or other address in the continental U.S., Alaska or Hawaii at a cost not to exceed \$99 (the "Shipping Allowance") (provided that any shipping cost in excess of the Shipping Allowance must be pre-paid by the winner). Any costs associated with the winner traveling to and from Sponsor to pick up the prize are not included and are solely the winner's responsibility.

All expenses not specifically mentioned herein are not included and are solely the winner's responsibility. Winner is responsible for all federal, state and local taxes, if applicable.

The prize cannot be refunded, commissioned, bartered, exchanged, or redeemed for cash from the Sponsor. The prize is non-negotiable and non-transferable except to a surviving spouse residing in the same household or otherwise with the Sponsor's permission. No substitutions of the prize are permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. Prize conditions may be added or modified by Sponsor, in its sole discretion.

The prize cannot be combined with any other offer, promotion or discount. Winner acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

10. **Releases and Indemnification.** By submitting an entry, each Entrant waives, discharges and fully releases the Sweepstakes Entities, along with such entities' respective officers, directors, managers, members and employees (collectively, the "Released Parties") from any and all liability, injury, damage, or loss that may occur, directly or indirectly, in whole or in part, from or in connection with participation in the Sweepstakes or from the receipt or use of any prize or from any activity related to the receipt or use of any prize. The Released Parties are not responsible for (a) any inaccurate entry information, or for any faulty electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes or for any miscommunications or for the inaccurate capture of information, or the failure to capture any information; (c) any technical failures or malfunction of any kind in operation or transmission or communications line failure, regardless of cause, with regard to any equipment, software, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility of the Internet or any website of any kind, including any failure of any electronic entry to be received on account of technical problems or traffic congestion; or (e) any injury or damage to any computer, phone, or tablet device which may be related to or resulting from any attempt to participate in the Sweepstakes or access or download any materials relating to the Sweepstakes or the Sponsor's website. Without limiting the generality of the foregoing, none of the Released Parties assumes

any responsibility or liability for (a) damages, losses or injury resulting from acceptance or use of the prize and (b) a lost, stolen, late, misdirected, misprinted, damage, or delayed prize notification and/or prize.

EACH ENTRANT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR CLAIMS, INJURIES, CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY INFRINGEMENT, ARISING OUT OF OR RELATED, IN WHOLE OR IN PART, TO (1) PARTICIPATION IN THE SWEEPSTAKES OR ANY SWEEPSTAKES-RELATED ACTIVITY, (2) FROM ITS BEACH OF THE REPRESENTATIONS AND WARRANTIES IN THESE RULES, OR (3) FROM ENTRANT'S POSSESSION, ACCEPTANCE, RECEIPT OR USE/MISUSE OF THE PRIZE, IN EACH INSTANCE WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND, FURTHER EACH ENTRANT AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY LIABILITY OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING IN CONNECTION WITH THE FOREGOING. Released Parties are not responsible for any inability of any winner to accept or use the prize (or any portion thereof) for any reason.

11. **Publicity Release:** By submitting an entry, in addition to any other rights which may be granted in any other agreement entered into between Sponsor and any Entrant, each Entrant irrevocably grants to Sponsor and its respective successors, assigns, and licensees, the right to use such Entrant's name, likeness, image, biographical information and statements about the Sweepstakes in any and all media anywhere in the universe for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Sweepstakes, without additional compensation or additional approval except where prohibited by law and hereby releases the Released Parties from any liability with respect thereto. Entrant agrees to, if required, sign documents to this effect. The Released Parties are not responsible for any unauthorized use of entries by third-parties. Sponsor has no obligation to make use of the rights granted herein.

12. **Social Media Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook or Twitter. Entrants understand that they are providing their information to Sponsor and not to Instagram. Any questions, comments or complaints must be directed to Sponsor, and not to Instagram, Facebook or Twitter. Instagram, Facebook and Twitter have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

13. **DISPUTES/ARBITRATION/CHOICE OF LAW:** Except where prohibited by law, and subject to the release and waiver of claims provisions herein, Entrant agrees: (i) that any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, or the determination of the winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the rules set forth below, then effective; (ii) to waive any right to seek or obtain injunctive or other equitable relief; (iii) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iv) that under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim 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 Rules, or the rights and obligations of Entrant and/or Released Parties in connection with Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state where the Sponsor is located, without regard for conflicts of law doctrine of that state or any other jurisdiction.

By submitting an entry, Entrant agrees: (a) that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (1) the Sweepstakes, (2) the awarding or redemption of any prize, and/or (3) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (b) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the U.S. Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (c) the arbitration shall be held in the county of Erie, State of New York, U.S.A.; (d) the arbitrator’s decision shall be controlled by the terms and conditions of these Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Sweepstakes; (e) the arbitrator shall apply the laws of the state where the Sponsor is located and United States law consistent with applicable statutes of limitations, and shall honor claims of privilege recognized at law; (f) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (g) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (h) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and Entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Entrant’s behalf, subject to ultimate allocation by the arbitrator; (i) if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (j) with the exception of subpart (f) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (f) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

14. **General.** These Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated herein, if any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. If there is a discrepancy or inconsistency between other statements contained in any Sweepstakes promotional materials and the terms and conditions of these Rules, the terms of these Rules shall prevail and govern.

15. **Privacy Policies.** Information that an Entrant provide may be used by Sponsor in accordance with its privacy policy located at <https://www.gideonputnam.com/privacy-policy>. By submitting an entry, Entrant agrees that Sponsor has the right to contact the Entrant via the e-mail address submitted by Entrant to enter the Sweepstakes or in connection with this Sweepstakes.

16. **Winners List:** To request any legally required winner’s list, send an email with subject line: “Father’s Day Sweepstakes” to [ltruesdell@delawarenorth.com](mailto:ltruesdell@delawarenorth.com).

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