

**IMG Academy at the Miami Open SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. TRAVEL NOT INCLUDED IN PRIZE. If you participate via mobile device, message and data rates may apply.

1. ELIGIBILITY:

A. **IMG Academy at the Miami Open** Sweepstakes (the “Sweepstakes”) is open to legal residents of the 50 United States and the District of Columbia, age eight (8) years or older at the time of entry. Minor entrants must have his/her parent/legal guardian’s permission to enter. Employees of the Sweepstakes Entities, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and their household members (whether or not related) are not eligible to enter or win. “Sweepstakes Entities” means, collectively, IMG Academy, LLC (“Sponsor”).

B. The Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. By entering the Sweepstakes, entrants agree to accept and be bound by all terms of these official rules (“Official Rules”). Void where prohibited by law. For a copy of these Official Rules, print them from <https://www.imgacademy.com/contact-us>

2. ENTRY PERIOD: The sweepstakes shall commence at **12:00 PM** Eastern Time (“ET”) on **March 19, 2023** and continue through **11:59 PM ET** on **April 2, 2023** (the “Entry Period”). During the Entry Period, participants shall be permitted to enter for a chance to win the Prize (hereinafter defined) pursuant to the terms set forth herein.

3. HOW TO ENTER:

A. There are two (2) ways to enter the Sweepstakes during the Entry Period:

- (i) Entrants can visit the IMG Academy booth during the Entry Period and scan the QR code on-site at the activation booth and follow the instructions to fill out, and complete and submit the online form, including entrant’s name, telephone number, email address, and any other information requested on the form. Entrants will receive one (1) entry for each qualified submission. To be eligible, each Sweepstakes entry via this method must be received no later than 11:59PM ET on Sunday, April 2, 2023.
- (ii) Entrants can visit <https://www.imgacademy.com/miami-open-2023> and follow the instructions to fill out, and complete and submit the online form, including entrant’s name, telephone number, email address, and any other information requested on the form. Entrants will receive one (1) entry for each qualified submission. To be eligible, each Sweepstakes entry via this method must be received no later than 11:59PM ET on Sunday, April 2, 2023.

B. Limit one (1) entry per entrant, regardless of method of entry used. Minor entrants must have his/her parent/legal guardian’s permission to enter. If there is a dispute as to the identity of a Winner with respect to the first method of entry, the winning entry will be declared to have been made by the authorized email account holder at time of entry. Sponsor’s timekeeping device is the official time-keeping device for this Sweepstakes. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules in connection with the Sweepstakes. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list. No other method of entry will be accepted. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified.

Upon entry, where the option is made available, entrant may, but shall not be required to, opt to permit their name, address, and other information to be used by Sponsor for purposes other than administration of and compliance with applicable laws, regulations, and rules in connection with the Sweepstakes (including, without limitation, Sponsor’s use of such information, and sharing of such information with its third parties designees for marketing purposes). To the extent entrant opts to permit such use, such use shall be undertaken in accordance with the terms of Section 11

herein. For clarity, opting to permit such use outside of the administration of and/or compliance with applicable laws, regulations, and rules in connection with the Sweepstakes shall not be a condition or requirement of entry into the Sweepstakes.

4. HOW TO WIN; ODDS

A. **On or about, Monday, April 10, 2023**, one (1) potential winner for the Prize will be selected in a random drawing from all eligible entries received. Limit one (1) prize per eligible entrant. The potential winner will be notified by Sponsor via email and/or telephone and must meet all eligibility requirements, including timely replying to the notification and execution and return of all necessary releases and documents (if any) required by Sponsor. In the event that a potential Winner is a minor, the prize will be awarded to the Winner's parent/legal guardian on behalf of the Winner. Winning the prize is contingent upon fulfilling all requirements set forth in these Official Rules. Odds of winning a prize depend on the number of eligible entries received during the Entry Period. Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

B. As a condition to claiming a prize, the potential winner may be required to complete and return a signed and notarized Affidavit of Eligibility/Liability and a Publicity Release and a signed IRS Form W-9 (Request for Taxpayer Identification) (collectively, the "Affidavit") within three (3) business days as directed. A potential winner will be disqualified, the prize will be forfeited and an alternate potential winner from among all remaining eligible entries not previously drawn may be selected at Sponsor's sole and absolute discretion if: (i) the Affidavit is not returned completed within the date specified; (ii) any prize notification is returned as undeliverable; (iii) a potential winner declines his or her prize; (iv) a potential winner fails to comply with any of the Official Rules; or (v) a potential winner does not respond to notification or request to accept the prize within forty-eight (48) hours of initial attempt to notify him/her. Selection of an alternate potential winner for the Prize depends in part on the ability to verify and book travel prior to the travel dates. **IN THE EVENT THAT ANY POTENTIAL WINNER IS A MINOR, THE PRIZE WILL BE AWARDED TO THE WINNER'S PARENT/LEGAL GUARDIAN ON BEHALF OF THE WINNER AND THE PARENT/LEGAL GUARDIAN MUST REPLY IN ACCORDANCE WITH THIS SECTION AS WELL.**

C. The decisions of Sponsor and Sweepstakes Entities in all matters regarding this Sweepstakes are final and binding.

5. PRIZE: One (1) Prize is available.

A. One (1) Winner will receive a free week of camp at IMG Academy for the one year from receiving date (not to exceed \$3,500). The approximate retail value ("ARV") of the prize is up to \$3,500 US. The Prize includes admission for a winner to one week of IMG Academy youth or adult camp including up to four hours of training daily and onsite boarding. Winner is responsible for their own travel to and from the Academy. All expenses not explicitly set forth herein are not included as part of the Prize, and are the sole responsibility of the Winner, including, without limitation: other related incidentals, additional ground transportation, travel insurance, travel fees, parking fees, laundry service, food beyond the included meals, alcoholic beverages, merchandise, souvenirs, phone calls, and/or tips, gratuities and service charges.

Prior to being able to participate in the Prize, Winner and/or its parent or guardian will be required to timely sign and return required forms including immunization record, IMG physicians report, and several digital forms within School Docs including general participations and general participant information provide any and all information required by Sponsor and/or Academy to facilitate the Prize.

Winner is required to fully comply with and adhere to the requests, regulations, and procedures of the Venue in order to participate in the hunting portion of the stay including, without limitation, execution of additional waivers and releases. The Sweepstakes Entities are not providing travel arrangements, and has no control over airports and airlines, including flight delays, cancellations, or other matters that may impact travel. All costs and expenses incurred in claiming or attending the Prize, which are not described in these Official Rules as part of the Prize, including all income and all other federal, state and local taxes (if any) applicable to the Prize are the sole responsibility of the Winner. Sponsor will report the prize value to the IRS as required by law. Winner is solely responsible for travel insurance or health insurance for Winner.

Neither the Sweepstakes Entities nor Venue are not responsible if the Event and/or the Prize is postponed, delayed, cancelled, or rescheduled in whole or in part, or if acts of God, weather, security, terror incidents, government decisions or decrees, or any other cause(s) beyond the reasonable control of such parties affect the Event and/or the Prize. Any unused or missed prize components or opportunities will not be awarded or otherwise compensated, regardless of the reason for the non-use thereof, and the Sweepstakes Entities and Venue shall not be responsible in any way in connection therewith. No refund or compensation will be made in the event of the cancellation, delay, or postponement of the Event and/or the Prize for any reason, whether in whole or in part, or any other prize element, except at the sole and absolute discretion of Sponsor.

Winner (and/or Winner's parent or guardian), for themselves (collectively, the "Winner Parties") hereby acknowledges the phenomenal impact that COVID-19 (coronavirus) is having on the lives of individuals and communities worldwide. Winner Parties further acknowledge that it will require a concerted effort and commitment to personal responsibility by every individual to stop the spread of COVID-19 and mitigate such impact. In voluntarily agreeing to participate in this Sweepstakes and accept the Prize, Winner Parties hereby acknowledge and agree that their involvement in the Event and the Prize is conditioned upon Winner Parties' compliance with various laws, rules, regulations, and guidelines, including without limitation those set forth (whether herein or otherwise) by the Sponsor, the Venue regulatory bodies such as the World Health Organization and/or the Centers for Disease Control and Prevention, and/or any other applicable federal, state, and local authorities (collectively, the "Guidelines"). Such Guidelines are designed for the personal and collective health and safety of Winner Parties and all other individuals and entities included in the Event and the Prize. To the extent applicable, Winner Parties represents and warrants that they have read any and all applicable Guidelines, that they understand such Guidelines, and that they agree to abide by them at all times throughout their involvement in the Event and the Prize.

Winner (and/or Winner's parent or guardian), for itself and on behalf of the Winner Parties, hereby agrees that the Winner Parties will submit to any and all procedures requested by the Sweepstakes Entities and/or Venue (including, without limitation, execution of additional documents, provision of true, complete and accurate copies of any and all questionnaires, reports or other information requested by the Sponsor) (the "Procedures"), and will comply with all applicable laws, rules, regulations and guidelines in connection with the Event and the Prize, including any and all rules and guidelines delivered to the Winner Parties by the Sweepstakes Entities and/or Venue in connection with the foregoing. If the Winner Parties breach any representation, warranty, or covenant contained herein, and/or fail to comply with the Procedures, then the Sponsor shall have the unilateral right in its sole discretion to prohibit the Winner Parties' involvement in the Event or otherwise expel Winner Parties from the Event and the Prize without any liability or obligation whatsoever. The Winner Parties hereby waive any expectation of privacy with respect to the Procedures acknowledge and agree that Sponsor, its affiliates and its and their respective representatives may use and disclose the results of the Procedures to the fullest extent permitted by law. The Winner Parties further agree that they will notify the Sponsor if any Winner Party(ies) are experiencing any symptoms of illness, including, but not limited to, fever, shortness of breath, chest pain, muscle aches, coughing, sore throat, loss of taste or smell, nausea or diarrhea (the "Symptoms"), as soon as possible, but no later than one day following the first indication of any such Symptoms, or if they have knowingly come into contact with any person who has (or whom the Winner Parties have reason to believe may have) tested positive for COVID-19 or is otherwise exhibiting or has experienced the Symptom(s) within fourteen (14) days prior to the start of the Event. The Winner Parties shall be solely liable for and will bear the full and complete costs of any and all medical treatment or disability and all other costs associated with the Symptoms, any illness, and all other harms, risks, dangers and injuries associated with COVID-19 incurred by the Winner Parties.

C. No substitution or transfer of prizes or cash redemption by Winner is permitted. Sponsor reserves the right to substitute a prize (or portion thereof), in its sole discretion. Prize will be fulfilled within the timeframes indicated for the Prize. All prize details and how to verify eligibility requirements are in Sponsor's and/or Sweepstakes Entities' discretion.

6. GENERAL: Entries generated by script, macro or other automated means will be void. The Sweepstakes Entities are not responsible for (i) misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or (ii) for technical, hardware, software, mail or delivery failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions, misdirected mail, or other errors or problems that may limit or affect a person's ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes (including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials). In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond Sponsor's control, that corrupt the

integrity, administration, security or proper operation of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, Sponsor reserves the right to award prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of Sponsor and will not be acknowledged or returned. Unclaimed prizes may not be awarded. No more than the stated number of prizes will be awarded. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

7. PUBLICITY RELEASE: By accepting a prize in this Sweepstakes, the Winner (and/or Winner's parent or guardian) grants Sweepstakes Entities and their designees the right, unless prohibited by law, to use their names, user names, cities and states of residences, voices, avatars, pictures and likenesses, without compensation, notification or approval, for the purpose of advertising and publicizing the goods and services of the Sweepstakes Entities and all matters related to the Sweepstakes, in any manner or medium, now or hereafter known, throughout the world in perpetuity. Prize Winner acknowledges and agrees that the Sweepstakes Entities may wish to publicize and feature Winner's attendance at the Event and/or the Prize, and Winner agrees to pose for photos at the Event and/or the Prize.

8. LIABILITY RELEASES: THE SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR, AND ALL WINNERS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES, THE EVENT SPONSORS AND PARTNERS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE OR LOSS TO ANY PERSON OR PROPERTY RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES INCLUDING TRAVEL TO AND FROM NEW YORK CITY (REGARDLESS OF THE CAUSE OF SUCH INJURY OR LOSS), THE DELIVERY AND/OR SUBSEQUENT USE OR MISUSE OF THE PRIZE AWARDED AND/OR PRINTING, DISTRIBUTION OR PRODUCTION ERRORS. WINNERS ACKNOWLEDGE THAT THE PRIZES ARE AWARDED "AS IS" AND THAT SPONSOR HAS NOT MADE, AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO ANY PRIZE OR PRIZE COMPONENT, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

IN FULL KNOWLEDGE AND COMPLETE ASSUMPTION OF ALL OF THE RISKS, WINNERS FOR ITSELF AND ON BEHALF OF ITS RESPECTIVE RELATED INDIVIDUALS OR ASSOCIATED ENTITIES (COLLECTIVELY, THE "RELEASING PARTIES"), HEREBY IRREVOCABLY AGREES THAT THE RELEASING PARTIES WILL NOT SUE OR CLAIM AGAINST ANY OF THE SWEEPSTAKES ENTITIES, 777 HUNTS, NOR ANY OF EACH OF THEIR PARENTS, SUBSIDIARY ENTITIES, AND/OR AFFILIATES (THE "RELEASED PARTIES"), FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO ANY RELEASING PARTY OR SUCH RELEASING PARTY'S PROPERTY OR THE RELEASING PARTY'S DEATH OR DISABILITY, WHETHER IN CONNECTION WITH THE ILLNESS(ES), HARM(S), OR OTHERWISE, RESULTING OR ARISING OUT OF OR IN ANY WAY RELATED TO WINNER'S PARTICIPATION IN THE SWEEPSAKES, ATTENDANCE AT THE EVENT, AND/OR ACCEPTANCE OF THE PRIZE, INCLUDING ANY PREPARATION, TRAVEL, OR OTHER ACTIVITIES UNDERTAKEN BY WINNER IN CONNECTION THEREWITH (THE "COVERED MATTERS").

9. INDEMNIFICATION: WINNER (AND/OR WINNER'S PARENT OR GUARDIAN), FOR ITSELF AND ON BEHALF OF THE RELEASING PARTIES, HEREBY COVENANTS AND AGREES THAT SUCH RELEASING PARTY SHALL NOT HEREAFTER BRING ANY CLAIM, ACTION OR PROCEEDING ARISING FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, EXPENSES (INCLUDING ATTORNEY'S FEES) AND DAMAGES ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS DOCUMENT OR THE COVERED MATTERS, INCLUDING CLAIMS BY RELEASING PARTIES OR THIRD PARTIES ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS BY WINNER OR ANY OTHER RELEASING PARTY IN RELATION TO COVID-19 AND/OR WINNER'S AND OR ANY RELEASING PARTY'S PARTICIPATION IN AND/OR FAILURE TO COMPLY WITH ANY APPLICABLE RULES OR REGULATIONS IN CONNECTION WITH THE SWEEPSTAKES AND/OR THE EVENT, OR IN CONNECTION WITH DEFENDING ANY CLAIM AGAINST

ANY RELEASED PARTY RELATING TO THE MATTERS COVERED BY THIS RELEASE OR ENFORCING THIS RELEASE AGAINST A RELEASING PARTY, AND THAT SUCH RELEASING PARTIES SHALL NOT PARTICIPATE IN OR COOPERATE WITH ANY INVESTIGATION, CLAIM, ACTION OR PROCEEDING ARISING FROM, RELATING TO OR IN CONNECTION WITH THIS RELEASE OR THE ACTIVITIES. WINNER, ON BEHALF OF ITSELF AND THE RELEASING PARTIES, HEREBY WAIVES ALL RIGHTS OF, AND SHALL NOT PURSUE ANY CLAIM BY WAY OF, SUBROGATION, FOR CONTRIBUTION OR OTHERWISE, AGAINST THE RELEASED PARTIES.

10. DISPUTES:

A. Except where prohibited, entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action and exclusively by the appropriate court located in **New York, New York**; (ii) any and all claims, judgments, and awards to entrants will be limited to actual out of pocket costs incurred, including costs associated with participating in this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, special, incidental and consequential damages, and any other damages other than for actual out of pocket expense 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 entrants' and/or Sponsor's rights and obligations in connection with the Sweepstakes are governed by and construed in accordance with the laws of the State of **New York**, without giving effect to any choice of law or conflict of law rules.

B. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in sweepstakes materials (including, but not limited to, point of sale, television, radio, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

11. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in this Sweepstakes will, if used, be used by Sponsor, its designees, affiliates, agents and marketers in accordance with Sponsor's privacy policy, located at <https://www.imgacademy.com/privacy-policy>. Winner also consents to have their personal information disclosed by Sponsor to third parties as necessary to fulfill the prizes (e.g., to travel agency, delivery service, etc.), and in connection with such parties' exercise of the publicity release in Section 6 above.

12. OFFICIAL RULES OR WINNERS LIST: For a copy of the Official Rules or Winner List (available after all winners have been verified, send a self-addressed, stamped envelope (residents of VT need not include return postage on rules requests) to the following address no later than **Friday, June 30, 2023** (Please specify "Official Rules" or "Winners"): *IMG Academy at the Miami Open Sweepstakes*, 5500 34th Street W, Bradenton, FL 34210.

13. SPONSORS: IMG Academy, LLC, 101 West Riverwalk, Pueblo, Colorado 81003.

14. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.