Visit Dothan “Fall in Love with Dothan” Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT

INCREASE YOUR CHANCES OF WINNING.

**1. Entry Period**

Visit Dothan “Fall in Love with Dothan” Giveaway begins at 3:00 PM Central

Time (“**CT**”) on Monday, Oct. 3, 2022 and ends at 11:59:59 PM CT on Thursday, Oct. 13, 2022.

**2. Eligibility**

The Giveaway is open only to anyone who is eighteen (18) years of age or older at the time of entry

(“**Participant**”).

Employees, representatives, agents, or paid guides of Visit Dothan, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies (collectively the “**Giveaway Parties**”), and all respective employees, shareholders, officers, directors, agents, members, licensees, successors and assigns of the foregoing and members of their immediate family (spouses and children) or persons living in the same household are not eligible to participate in this Giveaway.

Giveaway is subject to all applicable federal, state, provincial, municipal, territorial and local laws

and regulations. If it is found that a person who does not meet the eligibility criteria set forth in these

rules has submitted an entry, that entry will be deemed ineligible. Visit Dothan reserves the right to verify eligibility requirements. Participation in the Giveaway constitutes your full and unconditional

agreement to these Official Rules and Visit Dothan’s decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. How to Enter**

There is no purchase necessary to enter the Giveaway. Making a purchase will not improve your

chances of winning. You must have a valid email address and phone number.

To enter the Giveaway: (a) go to <https://visitdothan.com/Fall-In-Love-Family-Package/> (b) fill out the giveaway form and hit submit to earn one (1) entry into the Giveaway.Limit of one (1) entry per person. All Entries become the property of Visit Dothan and will not be acknowledged or returned. Entries which are incomplete, illegible, or fraudulent are null and void. Visit Dothan is not responsible for incomplete, incorrect, or inaccurate capture of entry information. If you enter the Giveaway or post via a mobile device using your wireless carrier’s network, standard data charges from your wireless carrier may apply.

**4. Prizes, Approximate Retail Value (“ARV”) and Odds**

Grand Prizes: One (1) grand prize (the “**Grand Prize**”) is available to be won, consisting of: (i) two

(2) nights at the TownePlace Suites Dothan (up to $400 USD, to be used at same time), (ii) one (1) $100 USD gift card for Dinner at FireStone Wood Fired Grill, (iii) one (1) $100 USD gift card for Brunch at KBC and (iv) four (4) Attractions passes (Dothan Area Botanical Gardens Scarecrows in the Garden, Aplin Farms, Corn Dodgers Farm)

The ARV of the Grand Prize is up to $800 USD.

**Odds of winning will depend upon the total number of eligible entries received**. By accepting a

prize, the prize winners agree to release the Giveaway Parties from any and all liability whatsoever

for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of

any kind caused by a prize or resulting from acceptance, possession, or use/misuse of any prize

awarded. Prizes are not exchangeable or transferable. There are no substitutions unless specified

by Visit Dothan. Visit Dothan reserves the right in its sole discretion to substitute a prize with

another prize of equal or greater value.

**All expenses related to the acceptance or use of the prize are the sole responsibility of the**

**prize winner.** Visit Dothan reserves the right to use any and all information related to the Giveaway for promotional, marketing and any other purpose, including online announcements unless prohibited by law.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Visit Dothan.

Prizes are not assignable, nor transferable. No exchange or substitution of any prize, except at the

sole discretion of Visit Dothan. Any other incidental expenses on a prize not specified herein are the winner’s sole responsibility. All prize details are at the sole discretion of Visit Dothan. If a winner cannot accept a prize as stated, the prize will be forfeited, and an alternate winner will be selected, time permitting. Winner is solely responsible for all federal, state, and local taxes (as applicable), or any other expenses in connection with the acceptance, receipt use and/or misuse of a prize not specified.

**5. Random Drawings**

One (1) potential Grand Prize winner will be selected from among all eligible entries received in a

random drawing to be held on or about Friday, Oct. 14, 2022. The random drawing will take place at

the offices of Visit Dothan, whose decisions are final.

**6. Winner Notification**

The eligible prize winners will be announced publicly on Visit Dothan Social Media channels and local outlets, winner will additionally be notified by Visit Dothan through email to email address & phone number provided to enter contest on or about Friday, Oct. 14, 2022.

If an eligible winner cannot be contacted within forty-eight (48) hours of the notification, or if there is

a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of

Visit Dothan, be disqualified (and, if disqualified, will forfeit any and all rights to the applicable prize)

and Visit Dothan reserves the right, in its sole and absolute discretion to randomly select an

alternate eligible winner for the applicable prize in a separate random drawing from the remaining

eligible entries submitted and received in accordance with these Official Rules, time permitting.

No one is a winner unless and until Visit Dothan officially confirms him/her as a winner in accordance with these Official Rules.

Before claiming prize, confirmed prize winner, will be required to sign a Liability Release, and where

allowable, a Publicity Release (together, the “Releases”). Noncompliance will result in

disqualification and an alternate winner may be selected in a separate random drawing, time

permitting.

Prizes can picked up at Visit Dothan Offices with driver’s license or equivalent along with copy of

winner email notification.

**7. Limitation of Liability**

By participating in the Giveaway and as a condition of acceptance of a prize, each entrant, his/her

heirs, executors, administrators and assigns, releases, waives, discharges, and holds harmless the

Released Parties from, and against any and all loses, damages, rights, claims, actions, causes of

action, personal injury, property damage or death (including without limitation any and all costs and

liabilities of any kind including but not limited to lawyer’s fees), and including, without limitation, any

such arising from any act of negligence of the Releases Parties, that the entrant now has, or may

hereafter have against the Released Parties directly or indirectly resulting from participation of the

Giveaway or the awarding, acceptance, use, or misuse of a prize. Winners assume all liability for

any injury or damage caused or claimed to be caused, by participation in this Giveaway or

use/misuse or redemption of a prize.

**8. General**

By participating in the Giveaway, you agree to these Official Rules and the decisions of the

Giveaway Parties and release Visit Dothan and the Released Parties from all claims and liability

relating to your participation in the promotion, and the acceptance and use/misuse of any prize

offered. Visit Dothan is not responsible for any typographical or other error in the printing of the offer,

administration of the Giveaway or in the announcement of the prizes. Visit Dothan is not responsible for incompatibility of Participant’s hardware, software or browser technology.

Acceptance of a prize constitutes permission for Visit Dothan and its designees to use winner’s

name, city, state, likeness, voice, biographical information, comments and other statements for

purposes of advertising, promotion and publicity in any and all media, now or hereafter known,

throughout the world in perpetuity without additional compensation, notification or permission, except

to the extent prohibited by law.

**9. Disputes**

Except where prohibited, Participants agrees that any and all disputes, claims and causes of action

arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually,

without resort to any form of class action, and exclusively by the appropriate court located in the

State of Alabama. All issues and questions concerning the construction, validity, interpretation and

enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of

Visit Dothan in connection with the Giveaway, shall be governed by, and construed in accordance

with, the laws of the State of Alabama without giving effect to any choice of law or conflict of law

rules (whether of the State of Alabama or any other jurisdiction), which would cause the application

of the laws of any jurisdiction other than the State of Alabama. The remedy for any claim shall be

limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary,

consequential, or incidental damages, including attorney’s fees or other such related costs of

bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. THE

PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND

ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN

CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT

THEREOF.

**10. Privacy**

By entering and providing the required entry information, Participants agree to receive email

marketing communications from Visit Dothan. Participants also acknowledge that Visit Dothan may also send information or special offers it believes may be of interest to Participants, or other information or goods offered by its marketing partners.

**11. Official Rules Request:** To request a copy of the Official Rules, see <https://visitdothan.com/Fall-In-Love-Family-Package/> or send an email to kara@visitdothan.com with the subject line: Visit Dothan’s Fall in Love with Dothan Giveaway Official Rules Request.

**12. Winner Confirmation Request:** For a written confirmation of the winners (available after Oct.

14, 2022), send an email to kara@visitdothan.com with the subject line: Visit Dothan’s Fall in Love with Dothan Giveaway Winner Confirmation Request.

**13. Sponsor:** Visit Dothan, 3311 Ross Clark Circle, Dothan, AL 36303

Void outside of Dothan, AL. The Giveaway is in no way sponsored, endorsed or administered by, or

associated with Instagram or Facebook. Instagram and Facebook are hereby completely released

of all liability by each Participant in this Giveaway. Any questions, comments or complaints

regarding the Giveaway must be directed to Visit Dothan and not to Instagram or Facebook.