## Rocky's Bouncers & Inflatables Giveaway Terms and Conditions

- 1. **Eligibility:** The giveaway is open to individuals who are 18 years of age or older and live in Sioux Falls or within 25 miles of Sioux Falls.
- Agreement to Rules: By participating, the entrant ("You") agrees to be fully
  unconditionally bound by these Rules, and You represent and warrant that You
  meet the eligibility requirements. In addition, You agree to accept the decisions of
  Rocky's Bouncers & Inflatables as final and binding as it relates to the content of
  this giveaway.
- 3. **Giveaway Period:** Entries will be accepted online starting on **05/01/2024** and ending **05/15/2024**. All online entries must be received by **05/15/2024**.
- 4. How to Enter: The giveaway must be entered by submitting an entry on social media at <a href="https://www.facebook.com/rockysbouncers">https://www.facebook.com/rockysbouncers</a>.
  The entry must fulfill all giveaway requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Rocky's Bouncers & Inflatables.
- 5. Prizes: The winner will receive a one night Rocky's Movie Night service event. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted.
- 6. Winner Selection and Notification: Winner will be selected by a random drawing under the supervision of Rocky's Bouncers & Inflatables. Winner will be notified within five (5) days following selection of Winner if contact information is provided. Rocky's Bouncers & Inflatables shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected.
- 7. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that Rocky's Bouncers & Inflatables, anyone acting on behalf of Rocky's Bouncers & Inflatables, and Rocky's Bouncers & Inflatables' licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the

- giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.
- 8. **Terms & Conditions:** Rocky's Bouncers & Inflatables reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond Rocky's Bouncers & Inflatbles' control corrupt or affect the administration, security, fairness, or proper conduct of the giveaway. In such case, Rocky's Bouncers & Inflatables may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Rocky's Bouncers & Inflatables. Rocky's Bouncers & Inflatables reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the giveaway or website or violates these Terms & Conditions.
- 9. Limitation of Liability: By entering, You agree to release and hold harmless Rocky's Bouncers & Inflatables and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the giveaway and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- 10. Facebook/Instagram: The giveaway hosted by Rocky's Bouncers & Inflatables is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

By entering this giveaway, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.