

Sweepstakes 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

The Breakwater Inn & Spa Essential Workers Sweepstakes (#BreakwaterEssentialWorkersSweepstakes) (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 Breakwater Inn, Hay Creek Hotels 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

The Contest is sponsored by The Breakwater Inn & Spa, 127 Ocean Avenue, Kennebunkport, ME 04046

3. Agreement to Official Rules

Participation in the Contest 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

The Contest begins on Friday May 1, 2020 at 12:01pm EST and ends on Wednesday May 6, 2020 at 11:59pm (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted online for the duration of the Contest using any of the following methods.

5. How to Enter

Participants are eligible for one (1) entry per day via the following methods –

Online – completion of the sweepstakes form at the following link –

<https://tcgms.net/app/new/NDA0MTUyNjM2NQ>

Online – Via Facebook or Instagram – leave a comment on the daily post describing the nominee including their name and why they are deserving of the prize. Contestant must also like/follow the applicable social channel.

Entries received from any person, e-mail address, or Facebook profile 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

On or about May 8, 2020 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 social media and email on May 11, 2020.

7. Winner Notification

The potential winners will be notified by email and/or via Beach House Inn Facebook page. Each potential winner (parent/legal guardian if a minor in his/her state of residence) may be required to electronically acknowledge winning and provide the information necessary, in order to claim his/her prize. If a potential winner cannot be contacted or fails to supply the necessary information within the required time period (if applicable), the 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 provide the necessary information on the potential winner's 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. If 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.

8. Prizes

1 prize will be awarded at the end of the contest. The selected winners will receive a complimentary One Night Stay for 2 at The Breakwater Inn & Spa, Breakfast for Two at Stripers Waterside Restaurant, and a \$150 Spa Credit at The Breakwater Spa. The prize is subject to availability and black out dates may apply. Prize may only be redeemed after hotel has returned to normal operations and reservation must be made by calling hotel management directly. Value of the prize varies depending date of stay selected.

Prize includes room rate applicable state tax. Incidentals during the stay are the responsibility of the winner. Gratuity and alcohol not including in the package. Blackout dates may apply. Prizes may not be redeemed for cash and are non-transferable.

9. General Conditions

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 Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest 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 attorney's 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

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 Contest, 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 Contest 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 attorney's 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

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Massachusetts. 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 Contest, shall be governed by, and construed in accordance with, the laws of Massachusetts, 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 Massachusetts.

12. Privacy

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

13. Winner List

The winner will be announced on the Sponsor social media accounts (Facebook, Twitter and Instagram) and via email, upon the conclusion of the full contest. To request the name of the winner offline, send a self-addressed, stamped envelope – 127 Ocean Avenue, Kennebunkport, ME 04046. Winner List requests will only be accepted after the promotion end date (listed above).