

## **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 MAY APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Free Swim Lessons Wheaton (the “Sweepstakes”) is open to legal residents of the state of Illinois who are at least eighteen (18) years old at time of entry. Employees of Aqua-Tots Swim School Holding, LLC and other companies associated with the promotion of the Sweepstakes, 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 Sweepstakes is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Sweepstakes is sponsored by Aqua-Tots Swim School Wheaton, located at 1245 E. Butterfield Rd., Wheaton, IL 60189.

### **3. Agreement to Official Rules**

Participation in the Sweepstakes 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. Sweepstakes Period**

The Sweepstakes begins on June 1, 2018 at 12:01 am CST and ends on June 26, 2018 at 11:59 pm CST (the “Sweepstakes Period”). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Submissions will be accepted for the duration of the Sweepstakes using any of the following methods: Online submission at <https://www.aqua-tots.com/freeswimlessonsheaton/>.

### **5. How to Enter**

Limit one (1) entry per person, per email address, and per household for the duration of the Sweepstakes Period, regardless of method of entry. Entries received from any person, email address, or household in excess of the stated limitation will be void. All entries become the property of the Sponsor and will not be acknowledged or returned.

### **6. Prize Drawing**

A weekly drawing will be held on or about June 6, 2018, June 13, 2018, June 20, 2018, and June 27, 2018. 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 telephone or email on or about June 6, 2018, June 13, 2018, June 20, 2018, and June 27, 2018. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## **7. Winner Notification**

The potential winners will be notified by email, mail or phone. Each potential Grand and First Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, 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 sign the Declaration of Compliance on the potential winners behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply will all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that 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. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

## **8. Prizes**

One (1) Month of Free Swim Lessons at designated Aqua-Tots Swim School. Free month of lessons will include one group swim lesson per week for one student and not exceed four (4) 30-minute swim lessons. Month of free lessons must be redeemed by September 30, 2018.

Prizes are provided 'as is' without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Except where prohibited by law, the Prize Winner(s) agrees that Sponsor may announce the name, home city, and state of Prize Winner(s) online and in any channels of media it deems appropriate without compensation to the Prize Winner(s). The Sponsor reserves the right to remove or to deny entry to Sweepstakes participant who engages in a un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at any Aqua-Tots Swim School Holding, LLC location. Prize is non-transferable and no substitution or cash equivalent will be allowed, except at the sole discretion of the Sponsor who reserves the right to award a prize of equal value or comparable use. All details of prize not specified herein shall be determined solely by Sponsor. All federal, state or other tax liabilities are the responsibility of the winner.

Events may occur that render the Sweepstakes itself or the awarding of Prizes impossible due to unforeseen circumstances or reasons beyond the control of Aqua-Tots Swim School Holding, LLC. In this situation, Aqua-Tots Swim School Holding, LLC may at its discretion vary or amend Prizes so as to provide reasonable alternative Prizes and Sponsor agrees, and shall cause prize winners to agree, that no liability shall attach to Aqua-Tots Swim School Holding, LLC or parties connected to Aqua-Tots Swim Schools as a result.

## **9. General Conditions**

In the event that the operations, security, or administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connection, availability 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 Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Sweepstakes, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Sweepstakes-related materials; or (e) 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes. 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 Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in DuPage County, Illinois. 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 Sweepstakes, shall be governed by, and constructed in accordance with, the laws of Illinois, 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 Illinois.

**12. Privacy**

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

**13. Disclaimer**

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Facebook is a registered trademark of Facebook, Inc. This promotion is not sponsored or administered by Aqua-Tots Swim School Holding, LLC.

**14. Winner List**

To request the name of the winner send a self-addressed, stamped envelope to Marketing Department, Aqua-Tots Swim Schools, 1245 E. Butterfield Rd., Wheaton, IL 60189. Winner List requests will only be accepted after the promotion end date (listed above). For the Winner List, you can also send an email to [wheatoninfo@aqua-tots.com](mailto:wheatoninfo@aqua-tots.com).