

Pilgrim Monument and Provincetown Museum "Build the Pilgrim Monument" Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Pilgrim Monument and Provincetown Museum's Build the Monument Sweepstakes (the "Sweepstakes") begins on Wednesday, April 22, 2020 at 11 ET a.m. and ends on Wednesday, May 27, 2020 at 11:59:59 p.m. ("Sweepstakes Period"). All times are Eastern Time. The Sweepstakes consists of the following drawings and prizes (a "Prize" or "Prizes"): two (2) admission tickets to the Pilgrim Monument and Provincetown Museum (PMPM). The Drawings will occur in order, one (1) First Place Prize winner will be drawn at random every Wednesday for five (5) weeks beginning on Wednesday, April 29, 2020 to Wednesday, May 27, 2020.

ELIGIBILITY:

The Sweepstakes are open to legal residents of the fifty (50) United States and the District of Columbia ("U.S.") eighteen (18) years of age or older or of the age of majority in his/her state of residence, whichever is older, at time of entry. Minors (those under the age of 18 years) may enter with the consent and help of their parents or guardian. PMPM is not responsible for minors who enter the sweepstakes without their parents or guardians consent. Employees, directors and officers of PMPM (the "Sponsor") and Metis Communications (the "Administrator"); the Sponsor's and the Administrator's respective parent companies and subsidiaries, affiliates, distributors, and divisions; advertising and promotion agencies associated with the Sweepstakes; and, any other entity involved in the planning and execution of the Sweepstakes (collectively, the "Sweepstakes Parties"), are not eligible to enter. Also not eligible are family members of (whether living in the same household or not), and those living in the same household as (whether related or not), Sweepstakes Parties ("family members" are defined as spouses and parents, grandparents, siblings, children and grandchildren and their spouses).

ENTRY:

Participants may enter multiple times during the Sweepstakes Period, but will be limited to one entry per 24-hour period. No mass-produced or automated entries allowed. Mass produced or automated entries will invalidate all entries from that participant. You must have a valid email address and household street address or P.O. Box to enter.

The Sweepstakes are void outside the fifty (50) United States and the District of Columbia and where prohibited by local or applicable law or regulation or otherwise, and are subject to all applicable federal, state, and local laws and regulations.

To enter, you must be a registered user on Facebook or have an email. Facebook is free to join and email accounts are free.

- 1. Build your own original and unique version of the Pilgrim Monument using items around your house (blocks, paper towel rolls, boxes, etc.) or a digital building tool (LEGO Digital Designer, Adobe products, etc.).
- 2. Take up to five photos of your creation.
- Submit your photos as a comment on the notes document titled, "Build the Pilgrim Monument' Sweepstakes" on <u>Pilgrim Monument's Facebook page</u>, or email them to <u>pmpm@metiscomm.com</u>.

Prospective entrants are encouraged to "Like" <u>PMPM on Facebook</u>, "Follow" PMPM on Twitter, and/or "Follow" PMPM on Instagram, but are not required to do so to enter.

You can also get additional entries in the Sweepstakes. When you share that you entered the Sweepstakes with your friends by posting on your Facebook status, Twitter or personal email, utilizing your unique referral link, and they enter the Sweepstakes, you get one (1) additional entry in the Sweepstakes. You will receive one (1) additional entry for every friend that enters, but only for the first time they enter, not for subsequent entries by the same friends. By entering the Sweepstakes, each participant is indicating his/her acceptance of these Official Rules. All entries become property of the Sponsor and will not be acknowledged. Entries that are garbled, incomplete, or are generated by any automated means will be void. Entrants are encouraged, but are not required, to provide "build" a replica of the Pilgrim Monument with any materials the entrant has available, as well as share a PMPM memory. Entrants who enter more than one time are encouraged, but are not required, to provide different photos of the Pilgrim Monument and different favorite memories for each entry. All entries that contain a photo of a replica of the Pilgrim Monument with any materials the entrant has available favorite PMPM memories or stories will be pre-moderated by Sponsor for appropriateness, which could take up to 48 hours. An entry will not be considered complete and valid until approved by Sponsor.

In the event of a dispute regarding the identity of a participant, the entry will be deemed submitted by the authorized account holder of the e-mail address provided. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain name associated with the submitted email address.

WINNER SELECTION AND OBLIGATIONS/ODDS OF WINNING:

There will be one (1) Prize Drawing conducted by the Administrator from all eligible entries timely received by the end of the Sweepstakes period. Odds of winning a Prize are determined by the total number of eligible entries received. The total number of entries that will be received is extremely difficult to estimate. The odds of winning are also extremely difficult to estimate since the Prize winners ("Winners") will be determined by the total number of entries. While the following number may be far too high or too low due to estimation difficulty, as many as 300 entries could be received.

Prize Drawings:

The Prize Drawing will be held on or about one week from Wednesday, April 22, 2020 for five weeks (Wednesday, May 27, 2020). One winner will be chosen at random each new week among all eligible entries timely received by the end of the Sweepstakes Period.

- 1. First prize drawing: On or 24 hours after Wednesday, April 29, 2020
- 2. Second prize drawing: On or 24 hours after Wednesday, May 6, 2020
- 3. Third prize drawing: On or 24 hours after Wednesday, May 13, 2020
- 4. Fourth prize drawing: On or 24 hours after Wednesday, May 20, 2020

Winner Notification and Certain Obligations:

The individuals selected as Prize Winners will be notified by Facebook, Twitter or Instagram and will be required to complete and return within a time specified in the notification an Affidavit of Eligibility, a Liability Release and, except where prohibited, a Publicity Release ("Winner Documents"). Winners may also be required to provide a photograph of themselves for possible posting on one or more of the Sponsor's web sites. Failure to timely return the completed and executed Winner Documents or the return of any Prize notification as undeliverable or the inability of Administrator to verify the Winner Documents may cause the applicable Prize to be forfeited and an alternate Winner to be selected.

PRIZES:

Prize: Two (2) admission tickets to Pilgrim Monument and Provincetown Museum. 1st Place Prize Approximate Retail Value (ARV) of \$34.

Participants are eligible for only one (1) prize per person. No more than the Prizes stated will be awarded.

ADDITIONAL PRIZE INFORMATION/TAXES:

Admission tickets to PMPM are not available for refund (cash or credit), non-transferable and non-changeable once issued. If lost, they will not be replaced. Trip must take place before December 31, 2021. If guest is a minor, he/she must be accompanied to PMPM by his/her parent or legal guardian; i.e., the First Place Prize winner.

Prizes are not transferable or assignable and may not be substituted or redeemed for cash, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a stated Prize or portion thereof with another Prize or portion thereof of comparable or greater value for any reason. Prize Winners are responsible for any and all federal, state and local taxes on Prize value and expenses not specified relating to acceptance and use of a Prize. As applicable and as required by law, Prize Winners will be issued an IRS form 1099. The ARV of the prizes represents Sponsor's good faith determination and is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. If First Place Prize winner cannot accept prize as stated for any reason, prize will be forfeited in its entirety and may be awarded to an alternate winner.

PUBLICITY AND ADVERTISING RIGHTS:

Except where prohibited by law, by accepting a Prize, each Winner grants the Sweepstakes Parties the perpetual and irrevocable right and license to use his/her name, voice, photograph, visual and audio likeness, oral and written statements, biographical information, address and any information or material contained in his/her entry on a worldwide basis, in any manner and in all venues and forms of media, in perpetuity, without further compensation, review or approval, including, without limitation, in and in connection with the Sweepstakes and the Sponsor's products. In addition, by entering, each Winner, except where prohibited by law, consents to being photographed, filmed, taped and/or interviewed about the Sweepstakes, without additional compensation, review or approval and to the use thereof by Sponsor of any of the results thereof in any manner and in any and all media now known or hereafter devised, and hereby releases the Sweepstakes Parties from all liability related thereto.

REPRESENTATIONS, WARRANTIES, DISCLAIMERS, RELEASES & INDEMNITY:

By entering, each participant: (a) agrees to these Official Rules and the decisions of the Sponsor and the Administrator which shall be final and binding in all respects; (b) except where prohibited, agrees on his/her behalf and on his/her agents, assignees, executors and successors behalf, to indemnify, defend, hold harmless and fully release and forever discharge each of the Sweepstakes Parties from and against any and all liabilities, costs, claims, alleged claims, demands, duties, rights, agreements, promises, damages, injuries, losses, expenses, liens and debt actions of any kind, including, without limitation, attorneys' fees, whether now known or unknown, unforeseen or foreseen, arising out of or in any way connected with, directly or indirectly, participation in the Sweepstakes, including, without limitation, personal injury or death, loss of employment, or other harm or loss of any nature whatsoever caused or contributed to by or arising out of participation and/or entry in the Sweepstakes, or resulting from acceptance, possession, quality, use or misuse of any Prize, or any portion thereof; (c) agrees that Sweepstakes parties have made no representation, quaranty or warranty of any kind related to any Prize except for any express warranty by Sponsor for any of its products received in redemption of the prize; and (d) agrees that if any of these Official Rules are determined to be invalid or unenforceable, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

GENERAL:

Each participant agrees that the Sweepstakes Parties are not responsible for any errors, typographical errors or misprints in these Official Rules or any materials, including, but not limited to, the advertising, promotion or offer of the Sweepstakes or any lost, late or misdirected mail or email, regardless of the reason thereof. If the Sweepstakes or, as applicable, the fulfillment of any Prize or of a Prize element becomes compromised, hampered, interrupted, not capable of running or being fulfilled as planned, rendered impossible of performance in any way or prevented, including, without limitation, because of any kind of human error, computer viruses, bugs, electronic, hardware, software, Internet, network, technical or telephone or mobile telephone failures, tampering, unauthorized intervention, fraud, an event of force majeure or any other cause whether created by the Sweepstakes Parties or any other entity, the user or by any of the equipment or programming associated with or utilized in the Sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel, modify, suspend or withdraw the Sweepstakes, and select the Winners from among all eligible entries legitimately received for the Sweepstakes prior to the event or events causing such action; and notice thereof will be posted at the Web Site.

The Sweepstakes Parties are not responsible and/or liable for any of the following, whether caused by the Sweepstakes Parties, the participant or by human or other error: any lost, late, incomplete, illegible, mutilated or misdirected entries, e-mail or mail or postage-due mail; any error, omission, interruption, defect or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable cable or satellite systems; failures of electronic equipment, computer hardware or software; lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information.

Any person who supplies false information, submits entries by fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any Prize will forfeit any Prize won and may be prosecuted to the full extent of the law. CAUTION: ANY ATTEMPT TO DAMAGE ANY SERVICE OR WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR AND/OR ADMINISTRATOR MAY, AT THEIR SOLE AND REASONABLE DISCRETION, DISQUALIFY ANY PARTICIPANTS MAKING SUCH ATTEMPT AND SPONSOR AND/OR ADMINISTRATOR MAY SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.

A Sweepstakes Party's failure to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision.

Except where prohibited, as a condition of participating in this Sweepstakes, each participant agrees that any and all disputes that cannot be resolved between the participant and any Sweepstakes Party, claims and causes of action arising out of or connected with this Sweepstakes or a Prize awarded or the determination of a Winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental or consequential damages or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any), not to exceed two hundred fifty dollars (\$250), and participant further waives all rights to have damages multiplied or increased.

The Sweepstakes and these Official Rules, and all suits and special proceedings related thereto, shall be interpreted in accordance with the laws of the State of Massachusetts. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of the Sweepstakes and these Official Rules, the laws of the State of Massachusetts shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. All actions or proceedings arising in connection with the Sweepstakes and these Official Rules shall be tried and litigated exclusively in the state or federal courts located in the County of Barnstable. This choice of venue is intended to be mandatory and not permissive in nature, and to preclude the possibility of litigation with respect to, or arising out of, the Sweepstakes and these Official Rules in any jurisdiction other than the County of Barnstable. Each participant waives any right he or she may have to assert the doctrine of forum non conveniens or similar doctrine or to object to the venue with respect to any proceeding brought in accordance with this section.

OFFICIAL RULES AND WINNERS LIST:

For a copy of the Official Rules, print these rules from our web site, or for a copy of the rules, or a list of Prize Winners, send a stamped, self-addressed #10 envelope to: Pilgrim Monument and Provincetown Museum "Build the Pilgrim Monument" Sweepstakes; "Winners List" or "Official Rules",, 1 High Pole Hill Rd, Provincetown, MA 02657. Requests must be postmarked before and received by Wednesday, May 27. The first name, last initial, city and state of Winners may be posted to a Sponsor web site or sites when feasible and practical.

Sponsor: | PMPM 1 High Pole Hill Rd Provincetown, MA 02657

Administrator: Metis Communications