

**“Beat The Heat” SWEEPSTAKES  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS AND A FACEBOOK ACCOUNT ARE REQUIRED TO ENTER.**

**1. SPONSOR:** Iowa Economic Development Authority, Iowa Tourism Office, 200 E. Grand Avenue, Des Moines, Iowa 50309.

**2. ELIGIBILITY:** The “Beat The Heat” Sweepstakes (“Promotion”) is offered and open to legal U.S. residents who are 18 or older at time of entry. Must be able to show proof of age to claim prize. Void wherever prohibited. No purchase necessary. Employees, officers and directors of the Iowa Economic Development Authority, Iowa Tourism Office (“Sponsor”) and entities involved in the preparation of materials and/or administration of this Promotion (collectively referred to herein as the “Sweepstakes Entities”) and their immediate family members (spouse, siblings, children and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

**3. PROMOTION PERIOD/DRAWING ENTRY PERIOD:** Promotion starts on or about 10:00 am Central time (“CT”) on July 23, 2014 and ends 11:59 pm CT on July 31, 2014 (“Promotion Period”). All time referenced herein is Central Time. Sponsor’s server/computer is the official time keeping device for the Promotion. Proof that you submitted an Entry is not proof or evidence that it was received.

**4. HOW TO ENTER:** During the Entry Period, go to [www.facebook.com/iowatourism](http://www.facebook.com/iowatourism); and complete the information requested in the information fields and press “submit” (the “Entry”). **Limit one (1) Entry per person.** All entries must be submitted via the OfferPop Facebook Application. A separate OfferPop User Terms of Service and Facebook Terms of Service will govern your relationship with those entities. *By entering, you agree to receive future offers, marketing and promotional communications from Sponsor, you may opt out at any time without affect to your Entry.*

**5. CONDITIONS OF ENTRY.** Once submitted, entry cannot be modified, deleted or cancelled. Entries become the property of Sponsor and will not be returned. Entries submitted through any other channel will be void and will not be considered for this Promotion. Entrants may not enter through a sweepstakes club (or similar method), with multiple identities, e-mail and/or street addresses, nor shall Entrants use robotic, automatic, macro, programmed or like entry methods; any such use will void all Entries and Entrant will be disqualified. In case of dispute, Entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right, at its reasonable discretion to refuse, disqualify, or withdraw any Entry and/or Entrants at any time during the Promotion. All prize awards are subject to eligibility determination and final verification by Sponsor.

Sweepstakes Entities assume no responsibility for computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, traffic congestion, or unauthorized human intervention or any technical or human error, or the incorrect or inaccurate capture of Entry or other information, nor for the failure to capture any such information.

**6. DRAWINGS/NOTIFICATION:** On or within ten (10) working days following the end of the Entry Period, three (3) winners will be selected to receive one (1) of three (3) available prize packages.

**7. PRIZES (1)/ODDS:** Three (3) Grand Prizes will be awarded to three (3) different Grand Prize winners. Each package includes a one night hotel stay and four (4) waterpark passes. Those prize packages are as follows: **Adventureland Prize Package:** One (1) night at Adventureland Resort and four (4) passes to Adventure Bay Waterpark (Valued at up to \$400). **King's Pointe Prize Package:** One (1) night and four (4) passes to King's Pointe Waterpark Resort (Valued at up to \$350). **Lost Island Prize Package:** One (1) night at Isle Casino Hotel and four (4) passes to Lost Island Waterpark (Valued at up to \$350). Winners will select their choice at time of entry and

will be randomly selected by Sponsor (or its authorized representative) in a random drawing from all eligible Entries received during the Entry Period. Potential winners will be notified by telephone and/or email (in Sponsor's sole discretion) on or within approximately ten (10) working days of the respective drawing and will be required to complete and return an Affidavits of Eligibility and Liability within ten (10) working days of notification or else prizes will be forfeited. The odds of winning a prize depend on the number of eligible Entries received during the Entry Period. **Limit one (1) prize per household for the duration of the Promotion Period.** All specific prize elements are selected by Sponsor in its sole and absolute discretion. No transfer, assignment or substitution of prizes (in whole or in part), except Sponsor reserves the right to substitute a prize of equal or greater value. Prizes are not redeemable for cash in whole or in part. Unused, misplaced, lost, stolen, damaged or destroyed gift certificates will not be replaced or re-awarded. Gift certificates are subject to the terms and conditions established by issuer. All taxes, if any, are the sole responsibility of the winners. In no event will more than the stated number of prizes be awarded. All prizes will be awarded assuming sufficient eligible Entries are received. Any prize depicted in advertising materials is for illustrative purposes only and may not be the actual prize awarded. Prize supplier is not a sponsor of, nor otherwise affiliated with, this Promotion.

**8. GENERAL:** By participating, Entrants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Failure to timely return or properly complete Release Documents, or if a prize notification or any prize is returned as non-deliverable, or if potential winner is not eligible or does not comply with these Official Rules prize forfeiture will result and an alternate potential winner will be selected. **BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, AND ITS AFFILIATES AND SUBSIDIARY ENTITIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND**

**DISBURSEMENTS) DIRECTLY OR INDIRECTLY IN WHOLE OR IN PART OUT OF THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITY, ACCESS TO WEB SITE, AND/OR PARTICIPATION IN THIS PROMOTION.** By entering and/or accepting a prize, Entrants and winners hereby consent, where lawful, to the use by Sponsor (and its authorized third parties) of their name, image, likeness, voice, hometown, and/or biographical information and Entry in any and all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval. The information provided is subject to the Privacy Statement on [www.traveliowa.com](http://www.traveliowa.com) and any posted Terms of Use on the referenced web site.

**9. LIMITATIONS OF LIABILITY:** Sweepstakes Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Web site. **Without limiting the foregoing, everything on this site is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.**

If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or a sweepstakes and select the winner(s) from Entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Sponsor shall not be liable to winners or any other person for failure to execute the Promotion or any element thereof, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber attacks, earthquake, war, fire, flood,

explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond its reasonable control.

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF IOWA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a court located in Des Moines, Iowa having jurisdiction.

**10. WINNERS LIST:** For a list of winners, contact Sponsor by mailing a self-addressed, U.S. sufficiently postage stamped envelope to: Iowa Economic Development Authority, Iowa Tourism Office, Beat The Heat Sweepstakes Winners List Request, 200 East Grand Avenue, Des Moines, Iowa 50309, for receipt by September 30, 2014. Limit one request per person or per household.