

SUNSEEKER RESORTS CHARLOTTE HARBOR GRAND OPENING WEEKEND SWEEPSTAKES - OFFICIAL RULES

The first 500 customers to book a stay are automatically entered to win a free trip to the Sunseeker Resort Grand Opening Weekend Celebration in early 2023. The trip will include free roundtrip airfare through Allegiant, a three-night stay, food and beverage credits, and airport transportation.

1. PROMOTION DESCRIPTION: The SUNSEEKER RESORTS CHARLOTTE HARBOR GRAND OPENING SWEEPSTAKES ("Sweepstakes") begins on FEBRUARY 1, 2022 at 12:00AM EST and ends on DECEMBER 31, 2022 at 11:59PM EST (the "Promotion Period").

The sponsor of this Sweepstakes is SUNSEEKER RESORTS ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at INFO@SUNSEEKERRESORTS.COM during the Promotion Period.

2. ELIGIBILITY: Open to legal residents of 50 UNITED STATES and the DISTRICT OF COLUMBIA who are 21 YEARS OF AGE BY SWEEPSTAKES END DATE (the "Entrant"). Sponsor, Allegiant Travel Company and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

3. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): Totals \$2,265

GRAND PRIZE: ONE (1) WINNER WILL RECEIVE

- THREE (3) NIGHT STAY IN A PREMIUM KING HARBOR VIEW ROOM (ARV: \$1300)
- \$150 FOOD & BEVERAGE RESORT CREDIT PER DAY (ARV: \$450 TOTAL, \$150 PER DAY)
- ROUND TRIP AIRFARE FOR TWO (2) PERSONS-50,000 ALLWAYS REWARDS™ POINTS VALUING \$500. ONLY VALID FOR REDEMPTION ON ALLEGIANT.COM FOR ROUNDTRIP TICKETS-AWARDED BY ALLEGIANT
- AIRPORT TRANSPORTATION TO AND FROM LOCAL AIRPORT TO SUNSEEKER RESORT CHARLOTTE HARBOR. (ARV: \$30)

Limit one (1) winner per person / email address / household. Gift cards and gift certificates are subject to the terms and conditions of the issuer. Prizes cannot be transferred, redeemed for cash or substituted by

winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination 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. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply.

The Prize will be awarded provided it is claimed properly in accordance with these Official Rules. Details of the Prize will be emailed to email address used to submit contest form. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor is not responsible for any flight expenses total beyond the awarded amount. Allegiant travel vouchers are subject to the terms and conditions set forth in this Promotion, and those set forth by Allegiant as detailed in the voucher and ticket contracts. The Prize consist only of the items described above. All expenses and incidental costs not expressly stated in the Prize descriptions above, including but not limited to, ground transportation outside of Punta Gorda Airport, additional lodging, meals, incidentals, gratuities, additional baggage fees and personal charges at lodging are the responsibility solely of winner. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

This Sweepstakes is open to legal residents of 50 UNITED STATES AND DISTRICT OF COLUMBIA and Prize will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

4. HOW TO ENTER: Enter the Sweepstakes during the Promotion Period online by visiting <https://www.sunseekeresorts.com> (the "Website") to sign up for our guestbook to receive emails communications and book minimum 3-night stay for travel dates May 1, 2023 through December 23, 2023. Entrants must be registered to receive email communications through the Sunseeker Resort Guestbook to be validated and the confirmation of your reservation will constitute your "Entry" into the Promotion. Cancellation of your reservation will constitute removal from the promotion. Reservation must be valid and confirmed by Sunseeker Resort at the time of winner selection and cannot be cancelled after prize has been redeemed.

By submitting your Entry, you represent that your Entry conforms to the submission guidelines set forth below and with all of these Official Rules, and agree that the Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Promotion if it believes, in its sole discretion, that your Entry fails to conform to the submission requirements or to these Official Rules in any way. **LIMIT ONE (1) ENTRY PER VALID EMAIL ADDRESS.** In the event of a dispute regarding the identity of the person submitting an Entry, Entries will be declared made by the person in whose name the Entry was submitted.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including,

but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

5. WINNER SELECTION: The Winner(s) of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted about JANUARY 2023 after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. The odds of winning the Sweepstakes are 1 out of 500.

WINNER MAY NOT CANCEL ELIGIBLE BOOKING ENTRY PRIOR TO OR POST SWEEPSTAKES DRAWING AND STILL BE CONSIDERED FOR PRIZE SELECTION.

CANCELLATION OF A QUALIFYING RESERVATION WILL RESULT IN DISQUALIFICATION.

6. WINNER NOTIFICATION: Winner will be notified by email at the email address provided in the Entry Information approximately JANUARY 2023 after the random drawing. Dates of Grand Opening Weekend Celebration will be provided 60 days prior to event start. Potential Winner must accept a prize by email as directed by Sponsor within 10 DAYS of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.

7. PRIVACY: Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.sunseekeresorts.com/privacy-policy>. By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

8. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone

service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

9. SPONSOR: The Promotion is sponsored solely SUNSEEKER RESORTS CHARLOTTE HARBOR, 4949 TAMIAMI TRAIL, CHARLOTTE HARBOR, FL 33980