

SeaWorld San Diego Inside Look Aquarium Lab Tour Giveaway Official Rules

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.

Eligibility. The SeaWorld San Diego Inside Look Aquarium Lab Tour Giveaway (the “Sweepstakes”) is open to citizens and legal permanent residents of the United States including the District of Columbia who are at least 18 years of age at the time of entry. The Sweepstakes is void where prohibited by law. Employees of Sponsor, any prize provider(s), and Instagram, and each of their parents, subsidiaries, affiliates, advertising and promotion agencies, wholesale distributors, and individual retail licensees, as well as the immediate family and household members of each of the aforementioned, are ineligible to participate in the Sweepstakes. Individuals under the age of 18 are not eligible to enter the Sweepstakes. Any entrant whose entry includes a child under the age of 18 must be the child’s parent/legal guardian.

Sponsor. Sea World LLC, 500 Sea World Drive, San Diego, CA 92109.

Agreement to Official Rules. By participating in the Sweepstakes, entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.

Timing. Sweepstakes begins at 9:00 AM Pacific Time (“PT”) on January 6, 2023 and ends at 5:00 PM PT on January 9, 2023 (the “Sweepstakes Period”). Sponsor’s servers and clock shall serve as the official clock for the Sweepstakes and participants’ proof of submission does not constitute proof of receipt by Sponsor.

How to Enter: In order to enter the Sweepstakes, you must be a registered Instagram user. During the Sweepstakes Period, log into or create your Instagram account, follow the SeaWorld San Diego Instagram account (@seaworldsandiego), “like” the Sweepstakes post made on the SeaWorld San Diego Instagram account, share the Sweepstakes post to your Instagram Story, and tag the Instagram account of one (1) friend age 18 or older in the comments of the Sweepstakes post (the “Submission”). You must get your friends’ permission prior to including them in your Submission. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. If your Instagram profile is not set to public, the Sponsor may not view the entry and you may not be eligible to win. You may not use multiple Instagram accounts to enter. If you do not have the Instagram App, you may download it through the application store on your mobile device. Creating an Instagram account is free, but is subject to Instagram’s terms and conditions (<http://instagram.com/about/legal/terms/#>).

Provided an entrant’s Submission conforms to these Official Rules, upon posting a Submission, each entrant will receive one (1) entry into the Sweepstakes. Only the entrant will be entered into the Sweepstakes, not the entrant’s tagged friends. Entrants may be required to submit certain personal information including, but not limited to, the entrant’s first and last name, email address, and phone number as a part of or in connection with each Submission. Entrants will provide their entry information to the Sponsor and not to Instagram.

By submitting a Submission, entrants agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove any entrant’s Submission

and/or disqualify an entrant from the Sweepstakes if it believes the entrant's Submission fails to conform.

Submission Guidelines:

- The Submission description, if any, must be in English.
- The Submission cannot have been submitted previously in a promotion of any kind.
- The Submission must be the sole, original work of the entrant.

Content Restrictions:

- The Submission must not include any private information of a third party such as name, address, phone number, or email address.
- The Submission must not include brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to create and upload a Submission in this Sweepstakes.
- The Submission must comply with all applicable laws as well as all applicable policies of Sponsor and/or Instagram, as applicable.
- The Submission must conform to the standards and practices of Sponsor and Instagram, as applicable, and may not be offensive, as determined by Sponsor in its sole discretion, and may not defame or invade the publicity, privacy or intellectual property rights of any person (living or deceased) or entity, or otherwise infringe upon any person or entity's rights.
- The Submission may not disparage the Sponsor, Instagram, or any parent, subsidiary or affiliate thereof, nor any of the affiliated parks, products or services of the Sponsor.
- The Submission must be in good taste and appropriate for a family audience (as determined by Sponsor in its sole discretion) and may not contain nudity, obscenity, profanity, indecent material, lewd acts, references to violence, or demean any gender, race, religion or sexual orientation.

No other methods of entry are acceptable. **There is no limit on the number of times an entrant may enter, but each Submission must be unique and limit one (1) prize per person.** Submissions will not be returned or acknowledged. In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the 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. An entrant may be requested to provide Sponsor with proof that the entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the entrant's entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification. No mechanically reproduced or photocopied mailed entries permitted.

Sponsor, Instagram, and each of their parents, subsidiaries, affiliates, licensors, licensees, contractors, distributors, suppliers, sales representatives, retailers, advertising or promotion agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, the “Releasees”) are not responsible for lost, late, damaged, incomplete, postage due, misdirected, unintelligible, returned, or undelivered entries or mail, theft or destruction or unauthorized access to or alterations of Submissions, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, or other connections availability, accessibility or traffic congestion, miscommunications, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network.

Prize/Value/Odds. Twelve (12) prizes will be awarded during the Sweepstakes. Each prize will consist of:

- Two (2) single-day admission tickets to SeaWorld San Diego and two (2) tickets to the Aquarium Lab Tour at SeaWorld San Diego, all of which are valid for January 15, 2023, with the Aquarium Lab Tour to be at either 10:45 AM PT or 2:30 PM PT on January 15, 2023. (**Approximate Retail Value (“ARV”): \$219.98**)

TOTAL ARV OF ALL PRIZES: \$2,639.76

Odds of winning will depend on the total number of eligible entries received.

Prize Conditions. All elements of the prize must be used during the same visit and must be used fully on January 15, 2023, with the Aquarium Lab Tour to be at either 10:45 AM PT or 2:30 PM PT on January 15, 2023, or winner forfeits prize. Notwithstanding the foregoing, Sponsor reserves the right to change the date or time of the prize execution in its sole discretion. **In the event that a potential winner is unable to use the prize on the date scheduled by Sponsor, potential winner forfeits prize.** Sponsor is not responsible for the availability of hotel accommodations. If winner’s guest is under eighteen (18) years of age, then the guest must be accompanied by a parent or guardian and the parent or guardian must be the winner. Winner may not substitute or transfer prize offered or any portion thereof, however, Sponsor reserves the right to substitute the prize with a prize of equal or greater value. Sponsor reserves the right to require winner to claim prize in person at SeaWorld San Diego.

Actual value of prize may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

All expenses relating to acceptance and use of the prize that are not explicitly listed herein as being awarded are the sole responsibility of the winner. The winner is solely responsible for any travel,

accommodations, parking and any other costs related to or necessary for winner's and any other individuals' use of the prize. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied, offered by Sponsor. Releasees are not responsible for damage to a prize or loss of a prize after the prize has been claimed.

WINNER ACKNOWLEDGES THAT PRIZES ARE AWARDED AS-IS. RELEASEES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON-INFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF ANY PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

Winner Selection.

On or about January 10, 2023, twelve (12) potential winners will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period.

The decisions of Sponsor will be final as to all matters, including, but not limited to, whether entries are received timely, whether entries are eligible, or whether an entrant should be disqualified.

THE POTENTIAL WINNING ENTRY IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. **AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.** ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

Winner Notification. The potential winner will be notified via Instagram message on or about January 10, 2023. The potential winner must respond to prize notification within two (2) days. The potential winner may be required to complete, sign, and return an Affidavit of Eligibility, Liability Release and (except where prohibited by law) Publicity Release, (collectively the "Release Documents") within two (2) days of receipt. In the event of noncompliance within the stated response times, the potential winner may be disqualified and prize may be forfeited and an alternate winner selected as set forth below. Any prize notification or prize returned to the Sponsor or its agents as undeliverable will result in disqualification and the awarding of that prize to an alternate winner as set forth below. If a potential winner cannot be reached, does not complete, sign and return the Release Documents by the designated time, fails to respond to any communications from Sponsor within two (2) days, or is for any other reason deemed to be disqualified or ineligible, then that potential winner may forfeit the prize and his or her potential winning entry will be removed from the remaining eligible entries, after which another potential winner will be selected from among all eligible entries received in the manner described in the "Winner Selection" of these Official Rules.

If, for any reason, the entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein.

General Terms & Conditions. By entering the Sweepstakes, entrants represent and warrant that the Submissions are original works of authorship of the submitting entrant and/or are owned solely by the submitting entrant and do not infringe the rights of any third party. By entering the Sweepstakes or accepting or using any prize, entrants and any other individuals included in a Submission (and if such individuals are considered minors in their state of residence, their parent and/or legal guardian) hereby waive and release, and agree to indemnify, defend and hold harmless, the Releasees, from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing.

By entering, entrants grant Sponsor the irrevocable right and permission to use, separately or together, their name, voice, statements, photograph, likeness, recorded performance and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including, without limitation, the purposes described in these Official Rules and for general promotional and advertising purposes, without further permission or compensation., without restriction as to alteration, without notice to entrant, and without entrant's consent, review, or approval, where permitted by law. Furthermore, by entering, entrants represent and warrant that they are the parent or legal guardian of any and all minors appearing in or referenced in their Submissions (each a "Minor Participant") and hereby grant Sponsor the aforementioned rights and permissions with respect to Minor Participant.

By entering, entrants grant a perpetual, royalty-free and worldwide license to Sponsor of all intellectual property rights in their Submissions. Pursuant to the license granted herein, entrants agree that Sponsor shall have the right to use, edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use Submissions in any way they see fit without compensation to entrants. If requested, entrant will sign any documentation required for Sponsor or their respective designees to make use of the non-exclusive rights entrant is granting to use their Submissions. Acceptance of prize offered constitutes permission from winners for taking and use of video and photographs of the winners and their guests and the use by the Sponsor of such video and photographs as well as the winner's name, voice, biographical information and/or likeness for purposes of advertising and promotion without further compensation in all media now known or hereafter discovered worldwide and on the World Wide Web without notice or review or approval, where permitted by law.

Entrants agree that the rights granted to Sponsor in these Official Rules are without compensation or attribution of any kind. Entrants and entries that fail to comply with any of the provisions of these Official Rules will be disqualified.

Persons who tamper with or abuse any aspect of the Sweepstakes, act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Instagram's terms of service, as solely determined by Sponsor, will be disqualified. Releasees are not responsible for any incorrect or inaccurate information whether caused by Internet users, tampering, hacking, or by any of the programming or equipment associated with or used in this Sweepstakes, and assumes no responsibility for any errors, omission, deletion, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized Instagram access. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification. Releasees are not responsible for injury or damage to participants' or any other person's computer or property related to or resulting from participating in this Sweepstakes. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, the Sponsor reserves the right, in its sole discretion, to suspend, modify, or terminate the Sweepstakes, and randomly select the winners from valid entries received prior to the action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Any attempt by any person to 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 from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

As a condition of entering this Sweepstakes, each entrant agrees that: (1) under no circumstances will the entrant be entitled or permitted to obtain awards for, and entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (2) any and all disputes, claims, causes of action, and liability arising out of or connected in any way with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by litigation conducted in United States District Court for the Middle District of Florida, or any state court located in Orange County, Florida; and (3) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event shall attorneys' fees be recoverable by any party.

This Sweepstakes is subject to all federal, state and local laws and regulations. Taxes, if any, are solely the responsibility of the winners. By entering this Sweepstakes, entrants agree to be bound by these Official Rules, including all entry requirements.

All information submitted by entrants is subject to Sponsor's Privacy Policy accessible at: <https://seaworldentertainment.com/policies/privacy-policy/>.

Rules Request and Winner List. To obtain a copy of these Official Rules or a list of the winners, send an email to: swcpublicrelations@seaworld.com. All requests must be received by January 31, 2023.

This Sweepstakes is void where prohibited or restricted. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.

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ABBREVIATED RULES

SeaWorld San Diego Inside Look Aquarium Lab Tour Giveaway

NO PURCHASE NECESSARY. Sweepstakes begins 9:00 AM PT on 1/6/23 and ends 5:00 PM PT on 1/9/23. Open only to citizens and legal residents of the US and DC age 18 or older. Void where prohibited by law. Sweepstakes subject to full Official Rules at: <https://seaworld.com/san-diego/media-room/>. Sponsor: Sea World LLC, 500 Sea World Drive, San Diego, CA 92109.