

# **“THE SALT ROOM ORLANDO GRAND OPENING SWEEPSTAKES” OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW.**

The “SALT ROOM ORLANDO GRAND OPENING SWEEPSTAKES” (“Sweepstakes”) starts on November 16, 2009 and ends on January 31, 2010. The sponsor of this Sweepstakes is The Salt Room Orlando, 1804 North Mills Avenue, Orlando, Florida. (the “Sponsor”). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

## **ELIGIBILITY**

**SWEEPSTAKES IS OFFERED AND OPEN ONLY TO LEGAL RESIDENTS OF UNITED STATES AND ITS TERRITORIES AND CANADA (EXCEPT RESIDENTS OF QUEBEC) AT LEAST 13 YEARS OLD AT THE TIME OF ENTRY.** Employees and directors of Sponsor, including advertising and promotion agencies, judges and legal advisors, and the immediate family or members of the households of such employees and directors are not eligible. Additionally, relatives of such employees are not eligible to win. For the purposes of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren. By entering, you (and your parents and legal guardians if you are a minor) agree to these Official Rules and the decisions of the Sponsor, which are binding in all respects. Void in the Province of Quebec and where prohibited. By entering this Sweepstakes, entrants agree to abide by all terms of these Official Rules.

## **HOW TO ENTER**

**ABSOLUTELY NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.** The Sweepstakes begins November 16, 2009 at 12:01 AM Eastern Standard Time (“EST”) (“Start Date”) and ends on January 31, 2010 at 11:59 PM EST (“Finish Date”). The random drawing will take place on or about February 15, 2009 (the “Drawing Date”).

There are two methods to enter the drawing:

**1) ONLINE SIGNUP:** Entry into the drawing via the online form at [www.saltroomorlando.com](http://www.saltroomorlando.com). All online entries must be received by the Finish Date to be eligible for the final random drawing. Only one automatic entry per person will be accepted for this sweepstakes.

**2) MAIL-IN ENTRY:** On a postcard, handprint (no mechanical reproductions accepted) your first and last name, street address, city, state, zip code, daytime telephone number, zip code, date of birth and (if applicable) e-mail address (Mail-in Entry”). Mail your completed entry to “SALT ROOM ORLANDO SWEEPSTAKES”, 1804 North Mills Avenue, Orlando, FL, 32803. All mail-in entries must be postmarked by Finish Date and received at least one day prior to the Drawing Date to be eligible for the Drawing. Please indicate the name of the sweepstakes you are entering (as identified at the top of this document).

## **ONLY ONE (1) MAIL-IN ENTRY PER PERSON PER DAY WILL BE ACCEPTED.**

The Sponsor, their respective affiliates, subsidiaries, parent corporations, and their respective officers, directors, shareholders, employees and agents, and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, "Releasees") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or for any other reason whatsoever; typographical, printing or other errors; any mailed entries which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or postage due, or any combination thereof. Illegible, incomplete, and mechanically reproduced entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of the Florida. By entering the Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and state courts of the State of Florida and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. Any information collected by registering to enter the Sweepstakes shall be used only in a manner consistent with these Official Sweepstakes Rules and the Salt Room Privacy Policy, which can be found at <http://www.saltroomorlando.com/privacy>.

## **WINNER SELECTION/NOTIFICATION**

Winner(s) will be selected in each random drawing from among eligible entries received for the specific random drawing. Each entry will be assigned a unique number from zero (0) to the total number of valid sweepstakes entries. Winners will be selected by drawing random numbers using either a mechanical or electronic tool. In the event that a number is selected that is not assigned to an entry, than a new number will be drawn and the process will be repeated until a valid number is selected.

The prospective winners will be notified by mail, telephone or e-mail, within ten (10) business days of the drawing date and will be required to execute and return an Affidavit of Eligibility/ Release of Liability within five (5) days of date on notification and return the executed documents to Sponsor. If winner is a minor, signature of parent or legal guardian is required.

Failure to respond to a notification or return any required forms in this required time period may result in the winner being disqualified and a subsequent drawing held to pick an alternate winner. If any prize notification or prize is returned to the Sponsor as undeliverable for any reason, the prize will be awarded to an alternate in a subsequent random drawing. No substitution of cash or other prizes for a prize will be permitted except at the sole discretion of the Sponsor. In the event of unavailability, a prize of equal or greater value will be substituted at the Sponsor's sole discretion. Prizes are not transferable or assignable. All federal, state and local tax liabilities are the sole responsibility of the winners. Acceptance of a prize constitutes permission (except where prohibited)

to use the winner's name, photograph and statements for publicity purposes, without additional compensation or limitation in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. If a Canadian resident is selected in the drawing, in order to win a prize, he/she must first correctly answer a mathematical skill-testing question within a pre-determined time limit without assistance of any kind.

**PRIZE:** The Drawing Prize consists of one (1) set of ten 1-hour sessions at the Salt Room Orlando for one individual. All ten of the sessions must be used by the same individual, and they must all be used within one year of the first session. The winner of the prize may use the free sessions themselves or grant them to another individual – however, whomever uses the first session is the only individual authorized to use the remaining nine sessions. Once the winner is selected and validated they will be sent an official prize certificate which may be redeemed at The Salt Room for the prize. The prize may only be redeemed via presentation of the certificate. The approximate retail value (“ARV”) of the Drawing Prize is \$400. The total ARV of all prizes to be awarded in the drawing is \$400. Prize values expressed are in U.S. dollars. The odds of winning a prize in a specific random drawing are determined by the total number of entries that are eligible for the specific random drawing in the Sweepstakes and are equal regardless of method of entry. Only one prize will be awarded in this Sweepstakes to one winner. The prize may not be exchanged for any other prize, nor may it be exchanged for cash.

**LIMITATIONS ON LIABILITY:** Releasees shall not be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts 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, 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 other cause beyond Sponsor’s sole control. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Releasees shall not be liable for any loss or damage to baggage.

**GENERAL:** Entrants agree to release and waive any claims they may have against Releasees for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney’s fees) resulting from acceptance, use, or misuse of any prize or element thereof, or from participation in this Sweepstakes.

If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any technology associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor’s sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor will conduct a random drawing to award all prizes from

among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation.

Any attempt by an entrant or any other individual to deliberately undermine the legitimate operation of the Sweepstakes is a violation of criminal and/or civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**WINNERS LIST:** The name of the winner will be posted at [www.saltroomorlando.com/winner](http://www.saltroomorlando.com/winner) for a period of at least 30 days beginning no more than two weeks following the Drawing Date.

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