

## **2<sup>nd</sup> Annual Dunedin Orange Festival Scavenger Hunt Official Rules**

**1. SCAVENGER HUNT DESCRIPTION:** 2<sup>nd</sup> Annual Dunedin Orange Festival Scavenger Hunt (the “**Scavenger Hunt**”) begins at 10:00:00 a.m. Eastern Time (“**ET**”) on June 11, 2011 and ends at 5:00 p.m. ET on June 25, 2011 (the “**Scavenger Hunt Period**”). During the Scavenger Hunt Period, there will be thirty (30) QR Codes hidden at various businesses in the Dunedin, FL. The QR Codes will share clues regarding the location of hidden oranges around the city of Dunedin during the Scavenger Hunt Period. Each participant (the “**Participant**”) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Dunedin Orange Festival (the “**Sponsor**”), which shall be final and binding in all respects.

**2. SCAVENGER HUNT ELIGIBILITY:** The Scavenger Hunt is open only to United States residents who are physically located in the Florida (“**FL**”) market area during the Scavenger Hunt; and who are eighteen (18) years of age or older at the time of participation; with a valid government-issued photo identification, necessary at the time of claiming the prize.

**3. HOW TO PARTICIPATE:** The Sponsor will hide thirty (30) QR Codes in sponsored businesses in the Dunedin, FL area throughout the Scavenger Hunt Period. To participate, Participants solve the riddles available at QR Code urls or at the QR Code place of business; a Participant then uses the clues to determine the potential location of an Orange, and then travels to that location to attempt document the location of the Orange.

**4. WINNING:** All Participants who answer all riddles correctly and find all oranges will be entered in the drawing for an Apple iPad. All answers must be submitted by 5:00 pm on June 25, 2011. The winner of the Apple iPad will be announced at the 2<sup>nd</sup> Annual Dunedin Orange Festival on July 2, 2011. The Participant need not be present on July 2, 2011 to claim the Apple iPad.

**5. PRIZE DETAILS /APPROXIMATE RETAIL VALUE (“ARV”): One (1) Grand Prize:** an Apple iPad provided by Dunedin Orange Festival Committee.

**6. WINNER CONFIRMATION:** All winning claims are subject to verification by the Dunedin Orange Festival Committee, whose decisions in all matters of the Scavenger Hunt and prize verification process shall be conclusive and final. Once a claim is verified, the winner will receive his/her prize in person or via mail 2-4 weeks following submission of the Prize Claim Document.

**7. “GRAND PRIZE” DRAWING:** A random Grand Prize drawing will be conducted on or about July 2, 2011 from among all verified winning claims to select one (1) Grand Prize winner of a an Apple iPad provided by Dunedin Orange Festival Committee. The selected Grand Prize winner will be notified by telephone and/or email.

**8. GENERAL CONDITIONS:** By entering the Scavenger Hunt, each participant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor. All such decisions shall be final, binding and non-appealable. Prizes are non-assignable and non-

transferable. No prize substitutions or cash redemptions except as provided herein. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any prize or portion thereof is unavailable for any reason. Details of prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. By participating in the Scavenger Hunt, each participant agrees that the Sponsor and its respective parent companies, subsidiaries, affiliated companies, Scavenger Hunt and advertising agencies and official judges (the “**Scavenger Hunt Entities**”) shall not be responsible or liable for any losses, damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Scavenger Hunt or from acceptance, receipt, possession and/or use or misuse of a prize; and except where legally prohibited, winners grant Sponsor and/or its designees the right to use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. This Scavenger Hunt is subject to all applicable federal, state and local laws and regulations.

## **9. MISCELLANEOUS:**

**A. DISQUALIFICATION:** It is the Participant's responsibility to ensure compliance in all respects with these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the prize claim processes or the operation of the Scavenger Hunt; acts in violation of these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Scavenger Hunt, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**B. FORCE MAJEURE:** Sponsor reserves the right, without prior notice and at any time, to terminate the Scavenger Hunt, in whole or in part, or modify or suspend the Scavenger Hunt in any way, if it determines, in its sole discretion, that the Scavenger Hunt is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Scavenger Hunt. In the event Sponsor is prevented from continuing with the Scavenger Hunt as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Scavenger Hunt. If the Scavenger Hunt is terminated, in whole or in part, before the designated end date, Sponsor reserves the right to select the winners from among all eligible, non-suspect Entries received as of the date/time of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. If more winners than prizes at any level, random drawing from all eligible Entries will be conducted to award advertised number of

prizes. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

**C. INVALIDITY:** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Scavenger Hunt materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**D. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Participant, or Sponsor in connection with the Scavenger Hunt shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

**E. ARBITRATION DISCLOSURE:** By participating in this Scavenger Hunt in the state of Florida each Participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against the Releasees arising out of, relating to, or connected in any way with the Scavenger Hunt, the awarding or redemption of prizes, or the determination of the scope, enforceability or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("**Rules and Procedures**"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed by the Participant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Scavenger Hunt; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the Participant and Sponsor shall be entitled to recover punitive, incidental and/or consequential damages only to the extent permitted by law (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Participant's behalf, subject to ultimate

allocation by the arbitrator. In addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Participants may visit the AAA Website at <http://www.adr.org> or contact AAA at 1633 Broadway, 10th Floor, New York, New York 10019.

**10. OFFICIAL RULES:** To receive a copy of these Official Rules go to [www.dunedinorangefestival.com](http://www.dunedinorangefestival.com).

**11. SPONSOR/ADMINISTRATOR:** Dunedin Orange Festival Committee