

TEXAS TOURISM “LIVE LIKE A MCCULLOUGH” SWEEPSTAKES
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR
PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND
THE DISTRICT OF COLUMBIA WHO ARE 21 YEARS AND OLDER AT TIME OF ENTRY.**

VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED.

The Texas Tourism “Live Like A McCullough” Sweepstakes (“Sweepstakes”) is sponsored by Daniel J. Edelman, Inc. (“Sponsor”), 506 Congress Avenue, Suite 300, Austin, TX 78701, and administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on April 18, 2017, at 11:30 AM Eastern Time (“ET”) and ends on June 5, 2017, at 11:59:59 PM ET (“Sweepstakes Period”). Administrator’s computer is the official clock of the Sweepstakes.
- 2. ELIGIBILITY:** This Sweepstakes is offered only to legal residents of the forty eight (48) contiguous United States and the District of Columbia who are twenty-one (21) years and older at the time of entry. Employees of Sponsor, Administrator, The Texas Office of the Governor, Economic Development and Tourism (“Texas Tourism”), and each of their respective parent companies, subsidiaries and affiliates, distributors, and companies involved in the implementation and execution of the Sweepstakes (“Sweepstakes Entities”) and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the “steps” of each) and persons living in the same household of each are not eligible to participate in the Sweepstakes. Void in Alaska, Hawaii, Puerto Rico and where prohibited or restricted by law.

By participating in this Sweepstakes, an eligible entrant (“Entrant”) agrees to be bound by these Official Rules and that the decisions of Sponsor shall be final and binding in all matters pertaining to the Sweepstakes. If an Entrant enters the Sweepstakes from a mobile device, the Entrant’s wireless service provider may charge the Entrant for applicable data charges. Entrants should consult their wireless service provider regarding its pricing plans. Message and data rates may apply.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an Entrant may enter using one (1) of the following two (2) methods:
 - A. Online Entry:** An entrant may enter the Sweepstakes by visiting <https://www.traveltexas.com/thesonsweeps> (“Website”) and entering his/her valid e-mail address. The entrant must then provide the required registration information, which may include, but is not limited to, his/her first and last name (no initials), and daytime telephone number. Upon submission of a valid e-mail address and the complete registration information, an entrant will receive one (1) entry into the Sweepstakes (“Online Entry”).
 - B. Mail-In Entry:** An Entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted, city, state, ZIP code, telephone number, and date of birth on a 3½” X 5” card (“Mail-In Entry”) and mail it with sufficient

postage to: Texas Tourism "The Son" Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than June 5, 2017, and received on or before June 15, 2017 in order to be eligible.

Mail-In Entries must be legibly hand-written and signed by entrant. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope, or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Online Entries and Mail-In Entries are herein collectively referred to each as an "Entry" or as "Entries".

Entry Limit: Regardless of method of entry, each Entrant may submit only one (1) Entry during the entire Sweepstakes Period. If more than one (1) Entry is received from the same Entrant, only the first Entry received may, at the Sponsor's sole discretion, be considered valid. An Entrant may use only one (1) e-mail address to enter. Entrants attempting to use multiple identities may be disqualified, at Sponsor's sole discretion.

4. RANDOM DRAWING: On or about June 16, 2017, the Administrator will randomly select one (1) potential winner from among all eligible Entries received during the Sweepstakes Period. The winner is deemed to be a potential winner pending verification of his/her eligibility and compliance with these Official Rules as determined by Texas Tourism, Sponsor, and/or Administrator, at their sole discretion.

5. PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prize (1): The winner will receive a five (5) day/four (4) night trip for two (2) people (winner and one (1) guest) to the Texas Hill Country ("Prize"). Prize includes round-trip coach class air transportation from a major commercial airport near winner's residence (selected in Sponsor's sole discretion) to Austin, Texas for winner and his/her guest, one (1) night stay at the Driskill Hotel in Austin, Texas, two (2) nights stay at the Rancho Cortez Dude Ranch in Bandera, Texas in a Hotel-style unit, one (1) night stay at the Hotel Emma in San Antonio, Texas, a meal for winner and guest at Salt Lick BBQ in Driftwood, Texas (subject to availability, gratuity and alcohol not included), \$300 in the form of a check made payable to winner that can be used for ground transportation while in Texas, and Sponsor-selected activities in each of the destination cities. In the event the selected winner resides within 250 miles of Austin, Texas (as determined by Sponsor in its sole discretion), the winner will receive a check in the amount of \$250 in lieu of airfare, and no further compensation will be provided. Such winner will be responsible for arranging all transportation between his/her residence and Austin, Texas. All hotel stays are single room/double occupancy, and subject to availability.

The ARV of the Prize is \$3,030. The actual value of the Prize may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the Prize will not be awarded. Only one (1) Prize is available in the Sweepstakes.

All costs and expenses not specifically mentioned above are not included and are solely the winner's responsibility including, but not limited to: food, transportation, parking, meals, activities, activities or services not specified in the Prize description, alcoholic and non-alcoholic beverages, incidentals, gratuities for porters, maids, local guides or drivers,

incidental and personal expenses, laundry service, merchandise, mini-bar, parking, room service, service charges, souvenirs, telephone calls any unspecified state or local taxes or government surcharges or fees, service charges, facility fees, security fees, passenger tariffs or duties, and all other expenses incidental to the acceptance, participation in and enjoyment of the Prize, including airline baggage fees.

If the winner elects to participate with no guest, no additional compensation will be awarded. Travel must be taken on dates specified by Sponsor, and must be completed within twelve (12) months from winner verification. Blackout dates may apply. Guest must be at least 21 years of age. Winner and guest must travel on the same itinerary, which will be chosen by Sponsor at its sole discretion. The winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner's guest must sign and return a travel liability and publicity release (unless prohibited by law) before travel will be booked. The winner and his/her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Prize. The winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor and the Released Parties bear no responsibility if any event, element or detail of the Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Prize, minus any unavailable event, element or detail.

B. Odds of Winning: The odds of winning the Prize depend upon the total number of eligible Entries received during the Sweepstakes Period.

C. Prize Conditions: In no event will more than one (1) Prize be awarded. If, for any reason, more than one (1) Prize notification is sent (or more than one (1) claim is received), Sponsor reserves the right to award the Prize in a random drawing from among all Prize claims received. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of Prize or force majeure. No substitutions, cash equivalents or transfers of a Prize permitted by the winner. The Sweepstakes Entities shall not be responsible for any inability of the winner to accept or use any portion of the Prize for any reason. Federal, state and local taxes are solely the responsibility of the winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded, in Sponsor's sole discretion.

6. HOW TO CLAIM A PRIZE: The potential winner is subject to verification of eligibility and compliance with these Official Rules. The potential winner will be sent a notification with further instructions on how to claim the Prize, including requesting the potential winner to provide his/her e-mail address on or about June 16, 2017 and will be required to sign, notarize, and return, where legal, an Affidavit of Eligibility, Liability/Publicity Release ("Affidavit") (except and to the extent prohibited by law) and written authorization for background check within 24 hours after the Affidavit is sent to the potential winner. The potential winner agrees to submit to a background check before the Prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in

its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor or Texas Tourism.

If the potential winner is found to be ineligible or not in compliance with these Official Rules or declines to accept the Prize, Texas Tourism, Sponsor, and/or Administrator is unable to contact the potential winner, the potential winner fails to respond to Texas Tourism/Sponsor/Administrator's notification within the stated deadlines set forth above, or the Prize is returned undeliverable, the Prize will be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, time permitting. If the Sponsor wishes to select an alternative potential winner, Sponsor will select this alternative potential winner at random from the pool of remaining eligible Entries. The potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules.

Upon verification of eligibility, Texas Tourism's and/or Sponsor's designee will contact the winner to arrange travel booking and delivery of all applicable tickets. The Sweepstakes Entities shall not be held responsible for any delays in providing the Prize for any reason. Prize is not transferable. The Prize will only be provided to a verified winner.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER. THE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES, AS REQUIRED BY LAW, AND MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER OR TAXPAYER ID NUMBER FOR SUCH PURPOSE IN CONNECTION WITH COMPLETING THE WINNER DOCUMENTS.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Sweepstakes-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize. Released Parties shall not be responsible or liable for Entries entered by any automated computer, program, mechanism or device; for any Entries in excess of the stated limit; or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries will, at Sponsor's sole discretion, be disqualified.

If for any reason, Texas Tourism, Sponsor, and/or Administrator believes the Sweepstakes is not capable of running as planned, Texas Tourism, Sponsor, and/or Administrator reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. Notice of such cancelation, termination, or modification of the Sweepstakes shall be posted at the Website. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's Entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual 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 other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of an Entry; (i) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant; and (j) interruption or inability to access the Sweepstakes, or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING PRIZE COMPONENTS, ARE 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 OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN

ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Further, Entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any Entrant and/or Sweepstakes Entities and/or any other party shall be resolved individually, without resort to any form of class action.

9. **PRIVACY:** Sponsor’s Privacy Policy is available at www.edelman.com/privacy-policy. Any opt-ins an entrant agrees to during the registration process are subject to Texas Tourism’s Privacy Policy, available at <https://travel.texas.gov/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting the Prize, each Entrant agrees to allow Texas Tourism, Sponsor, and/or their designees the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor’s sole discretion that an Entrant has entered or attempted to enter more than once using multiple social media handles, multiple e-mail addresses, multiple identities, proxy servers or like methods, all of that Entrant’s Entries will be declared null and void, and that Entrant may be ineligible to win a prize. Also, if it is discovered that any Entrant attempts to receive additional Entries in excess of the stated limitation, that Entrant will, at Sponsor’s sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning Entry will be declared made by the authorized account holder of the e-mail address used to submit such 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) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address used to submit the Entry. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 12. WINNER LIST:** To obtain a listing of the name of winner, interested individuals should mail a self-addressed, stamped business-sized envelope in an envelope to: Texas Tourism “Live Like A McCullough” Sweepstakes – Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner list requests must be received by July 20, 2017.

Sponsored by Daniel J. Edelman, Inc., 506 Congress Avenue, Suite 300, Austin, TX 78701.

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IMPORTANT: This Sweepstakes is in no way sponsored, endorsed or administered by AMC Network Entertainment LLC (“AMC”). You understand that you are providing your information to Sponsor, not AMC.