

## OFFICIAL RULES & PRIZES -- DIVE AROUND TEXAS

**NO PURCHASE NECESSARY TO ENTER. WINNER NEED NOT BE PRESENT TO WIN (But verified Logbook MUST be PRESENT)\***

**\* A diver's eligible Dive Log must be presented to the Judges Table on September 26<sup>th</sup>, 2009 by a designee of the entrant. That designee must claim the prize and return that prize to the entrant. The 'Sweepstakes' has NO control over this action.**

### How to Enter:

Eligible entrants may enter the Dive Around Texas Sweepstakes (the "Sweepstakes") starting at 12 p.m. noon (CST) on February 14th, 2009, and ending at Noon (CST) on September 26, 2009 (the "Promotion Period"). Eligible entrants may enter by filling registering with participating Dive Around Texas Retailer. The list of participating Dive Around Texas Retailers in on the web site at [www.divearoundtexas.com](http://www.divearoundtexas.com). Entries may not be mailed.

### Random Drawing:

The Grand Prize (Blackbeard's Dive Trip) winner will be selected in a random drawing held on or about September 26, 2009, from a single entry from all eligible entries received. The Non-Grand Prize winners will also be selected in a random drawing held on or about September 26<sup>th</sup>, 2009, from all eligible entries received. The winners will be notified by phone call or in person within ten (10) business days following the drawing date.

### Prizes/Odds:

One (1) Grand Prize: Blackbeard's Dive Trip for two. The Grand Prize is non-transferable and non-redeemable for cash. No substitution of prize is permitted. All travel and transportation costs associated with collecting the Dive Trip prize will be the sole responsibility of the winner. All federal, state, and local income taxes, sales tax, and insurance fees associated with the Dive Trip prize are the sole responsibility of the winner. Sponsors will issue winner an IRS form 1099 for the prize based on the Actual Retail Value (ARV) of the Dive Trip prize. Grand Prize winner is solely responsible for all insurance with respect to the Dive Trip prize vehicle. Sponsors are not responsible for lost or stolen prize once it is awarded. **Odds of winning the Grand Prize will depend on the number of eligible entries received. Only one entry per eligible diver will be entered into the drawing for the Grand Prize drawing.**

Additional Prizes: Dive Around Texas will give the following prizes: see web site [www.divearoundtexas.com](http://www.divearoundtexas.com) for current listing of non-Grand Prize awards. The prizes are non-transferable and non-redeemable for cash. Dive Around Texas and it's Sponsors reserve the right in their sole discretion to substitute prizes with prizes

of comparable value. All travel and transportation costs associated with collecting prizes will be the sole responsibility of the winners. Dive Around Texas and its Sponsors are not responsible for any delays in delivery of prizes. Winners shall bear all risk of loss or damage to prizes after they have been delivered at the specified delivery site. Sponsors are not responsible for any lost or stolen prize once it is awarded. **Odds of winning depend on the number of eligible entries received. One entry for each verified Dive Log stamp will be entered into the drawing. The verified Dive Log stamp will be at the sole discretion of the judges.** Taxes on the prizes are solely the responsibility of the winner.

## **Eligibility:**

This Sweepstakes is open to legal residents of Texas who are certified divers. Any listed Sponsor as defined on [www.divearoundtexas.com](http://www.divearoundtexas.com) are ineligible to participate in this Sweepstakes. Sponsors reserve the right to verify eligibility qualifications of any winner. This Sweepstakes is subject to and governed by all federal, state and local laws and regulations of the United States.

## **Conditions of Entry:**

By entering, entrants acknowledge and agree that they have read, complied with, and will be bound by these Official Rules. Neither Sponsors, affiliates, subsidiaries, divisions, advertising and promotion agencies, prize donors, nor any telephone network or service providers are responsible for incorrect or inaccurate transcription of entry information or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect or line failures of any telephone network, computer equipment, software, inability to access any website, nor any other error or malfunction, nor late, lost, misdirected, incomplete, illegible, or damaged entries.

## **Winner Selection and Notification:**

Entries are the property of Sponsors and will not be returned. The winners will be notified by phone call or in person within ten (10) business days from date of the drawings, but Sponsors reserve the right to determine the method of notification. Winners will be given ten (10) days from the date notification is received to respond. A non-response by the winner or non-receipt of notification response after the specified ten (10) days will be considered winner's forfeiture of prize and an alternate winner may be selected from the pool of remaining eligible entries. The prize claimed will be awarded. In the event of non-compliance by a winner with these Official Rules, an alternate winner may be awarded the respective prize. Prizes are non-transferable. Sponsors shall not be liable for 1) failed, returned or misdirected prize notifications based on inaccurate information provided by the winner, nor 2) entries and/or responses to winner notifications which are lost, late, incorrectly completed, incomplete, illegible, unintelligible, misdirected, damaged, or otherwise not received by the intended recipient in whole or in part, nor for computer or technical error of any kind. Return of any prize or prize notification as undeliverable will result in disqualification and an alternate winner

may be selected. If an entrant is found to be ineligible, an alternate winner may be selected from the pool of remaining eligible entries.

In the event of a dispute, the decision of the judges will be final.

## **Consent and Releases:**

By participating, entrants agree that the Sponsors, those involved in the development, production (including prize donors), implementation and distribution of this promotion and their affiliates, subsidiaries, service providers, agencies and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or the promotion shall not be liable for any and all claims, damages, losses or injuries, including any third party claims, arising from or relating to, in whole or in part, this Sweepstakes, including entry and participation in this Sweepstakes and acceptance, possession, use or misuse of the prizes. All entrants further agree that in the event of any third party claims, damages, losses or injuries or death arising from or relating to this Sweepstakes or a winner's use of a prize, they will indemnify Sponsors from any and all such claims, including the attorneys' fees related thereto.

Grand Prize winner agrees that neither the Sponsors nor DiveAroundTexas.com have made or are responsible in any manner for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Dive Trip prize.

Sponsors shall not be responsible for entries that are corrupted or otherwise not received correctly or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail, or on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participant's or any other person's computer related to or resulting from participating in the Sweepstakes. Sponsors shall not be responsible for any lost, late or misdirected entries. Any person attempting to defraud or in any way tamper with this Sweepstakes will be ineligible for the prizes and may be prosecuted to the full extent of the law.

Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend this Sweepstakes in the event that the Sweepstakes is not capable of running as planned should computer viruses, bugs, tampering, fraud or other cause(s) beyond Sponsors' control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Sponsors reserve the right to modify the Official Rules for any reason. This Sweepstakes shall be governed by Texas law, and entrants agree that Texas courts shall have exclusive jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes.

Except where prohibited by law, acceptance of any prize constitutes permission for Sponsors and the Dive Around Texas Campaign to use the winner's name, photograph, likeness, voice, address (city and state), and testimonials in print, broadcast, news releases or new media, in perpetuity, in any manner they deem

appropriate in connection with promoting this or any other Sweepstakes and/or promotion, without further compensation.

**Rules/Winner's Name:**

The names of the winners may be posted at the Dive Around Texas website, after winners are notified. To receive a copy of the Official Rules, or the name of the Grand Prize winner, send a self-addressed stamped envelope to Dive Around Texas 2108 River Road, San Marcos, TX 78666. Specify winners' list and/or rules on your request.

Sponsors will not share personal information about entrants gathered through interaction with the Sweepstakes, except as described herein. Sponsors may share information provided with service providers that are retained to perform services on behalf of the Sponsors, but take the appropriate steps designed to ensure information is maintained in a confidential manner.

In addition, Sponsors may disclose information about entrants to others (i) if required to do so by law, (ii) in response to a legal process, or (iii) to law enforcement authorities or other government officials.

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