Belhurst Castle Wedding Contest Terms and Conditions

After reading and agreeing to the Contest Terms and Conditions, couples must confirm via the checkbox at the bottom of the Contest page directly above the submit button.

- 1. Final arrangements pertaining to menu and other contract details and arrangements must be completed in full one month prior to the date of the function.
- 2. Final guarantee as the number of persons must be given no later than 72 hours before the function.
- 3. No outside liquor or food is permitted on the premises without the consent of Belhurst, in which case a corkage and/or plate fee will be charged.
- 4. The person or organization assumes responsibility to reimburse Belhurst for all damages to the establishment's property, including fixtures, furnishings and other appurtenances and will surrender the rooms in the same order and condition as they were at the beginning of the function.
- 5. Patron assumes responsibility for any and all damages, losses and bodily injury caused by them or any of their guests or any other persons attending the function and agrees to indemnify and hold Belhurst harmless from any and all liability. The winner of the contest will be required to pay a \$500 fully refundable deposit for damages.
- 6. Performance of this agreement is contingent upon the ability of Belhurst to complete same and Belhurst is not liable for the failure to complete this contract due to strikes, labor disputes, accidents, or any other causes beyond control of Belhurst preventing or interfering with performance.
- 7. Belhurst will not permit any tape, staples, tacks, or any other substance used to affix items to the walls or ceiling. Throwing rice, small rose petals or confetti on the premises will incur a cleaning charge of \$300.00
- 8. Belhurst reserves the right to remove persons from the premises that the management deems objectionable without any responsibility therefore to the patron.
- 9. Belhurst will not be responsible for articles of clothing lost, stolen or left in the

premises.

- 10. Belhurst is not liable for any damage or loss to parked cars.
- 11. Belhurst reserves the right to cancel this agreement without notice and without liability when in the event of breach of this contract by the patron or where the rules were not observed or where functions are of a nature not acceptable by Belhurst.
- 12. If Belhurst is compelled to institute any action or proceeding arising out of this contract, Belhurst shall be entitled to reimbursement of all costs and expenses including reasonable attorney's fees.
- 13. This agreement is not assignable without the written permission of Belhurst.
- 14. Belhurst is not responsible for any items left behind after date of function. Items left longer than 30 days after event will be discarded.
- 15. Any and all pyro-technics, to include all forms of sparklers, luminaries, and sky lanterns, are prohibited on property of Belhurst.
- 16. Any Guest providing their own Isle runner assumes all responsibility for placement, removal, and clean up. They also assume ALL responsibility for any damages or injuries due to tripping or other hazards caused by or associated with the use of any runner not supplied by Belhurst Castle.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: Contest (the "Contest") is open only to those who enter at the online contest page and who are 21 yeas of age as of the date of entry. The contest is only open to legal residents of the United States of America and is void where prohibited by law. Employees of Belhurst Castle, (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the contest. The contest is subject to all applicable federal, state and local

laws and regulations. Void where prohibited.

- **2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Belhurst Castle, as final and binding as it relates to the content. The contest is subject to all applicable federal, state and local laws.
- **3. Contest Period:** Entries will be accepted online starting on February 14, 2020 and ending May 14, 2020. All online entries must be received by May 14, 2020 at 11:59 PM EST.
- **4. How to Enter:** The contest must be entered by submitting an entry using the online form provided on this contest site. The entry must fulfill all contest requirements, as specified, to be eligible to win. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Belhurst Castle. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Belhurst Castle.
- **5. Prizes:** Winners will receive a complimentary wedding and vendor services. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Belhurst Castle to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless

prohibited by law.

- **6. Odds:** The odds of winning depend on the number of eligible entries received.
- 7. Winner selection and notification: Winners of the contest will be selected in a drawing under the supervision of the Sponsor. Finalists will be notified via email to the email address they entered the Sweepstakes with within five (5) days following the winner selection. Belhurst Castle shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this content you understand that Belhurst Castle, anyone acting on behalf of Belhurst Castle, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Belhurst Castle reserves the right, in its sole discretion to cancel, terminate, modify or suspend the contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the contest. In such case, Belhurst Castle may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Belhurst Castle. Belhurst Castle reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions.

Belhurst Castle has the right, in its sole discretion, to maintain the integrity of the contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Belhurst Castle reserves the right to seek damages from any such person to the fullest extent permitted by law.

By entering the contest, you agree to receive email newsletters periodically from Belhurst Castle. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless Belhurst Castle and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use,

or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

- 11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF the United States of America AND New York State, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York State having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.
- **12. Privacy Policy**: Information submitted with an entry is subject to the following Privacy Policy:
 - It is Belhurst Castle's privacy policy to treat any personally identifiable
 information submitted via our website as strictly confidential. Belhurst Castle
 does not make your personal information available to third parties for any reason,
 except to fulfill requests made by you and / or your company or as may be
 required by the New York State Public Accountability Act.
 - Belhurst Castle may use the information you offer to inform you directly about information, products or services that may be of interest to you, improve content on our website or electronic newsletter, or to assist with marketing research. We may disclose your personal information as required by law, in conjunction with a public records request, government inquiry, or in litigation or dispute resolution.
- **13**. **Winners List:** To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Belhurst Castle, 4069 West Lake Road, Geneva, NY 14456, USA. Requests must be received

no later than May 14, 2020.

14. Sponsor: The Sponsor of the contest is Belhurst Castle, 4069 West Lake Road, Geneva, NY 14456, USA.