

Terms and Conditions: Toy Drive and Holiday Celebration Giveaway

Ending December 15, 2023

1. Eligibility:

- Entry into Santa's Enchanted Forest Toy Drive and Holiday Celebration Giveaway competition is open to legal residents of the fifty United States and the District of Columbia who are 18 years of age or older at the time of entry.
- Minors may have a guardian assist them and enter on their behalf.

2. Promoter:

- The Promoters are Santa's Enchanted Forest and the BBB Foundation located in Miami, Florida, USA.
- Entry into the Giveaway Competition is deemed acceptance of these terms and conditions.

3. Ineligibility:

- The officers (or immediate family of an officer) of the Promoter, the agencies associated with this Competition, and their related bodies corporate are not eligible to enter.

4. Giveaway Prizes:

- Miami Heat Experience for 2 (Includes game tickets)
- Miami Dolphins Experience for 2 (Game date TBA, includes game tickets)
- Game Worn Miami Heat Jersey #13 signed by Bam Adebayo
- Miami Dolphins Jersey #94 signed by Christian Wilkins

5. Prize Details:

- The Prize is not transferable or redeemable for cash.
- The Prize or any element of the Prize cannot be exchanged for any other prize/s.
- The contents of the Prize will be at the Promoter's sole discretion.
- The Prize is subject to availability and the terms and conditions of the entities supplying the Prize.

6. How to Enter:

- To enter the giveaway, bring a new, unwrapped toy to Santa's and drop it off at the customer service office.
- Each toy donation qualifies for one giveaway entry.

7. Deadline for Entry:

- The last day to enter the giveaway is December 15, 2023.
- All entries must be received by 5:30 PM EST on December 15, 2023.
- Entries received after this date and time will not be considered.

8. Claiming the Prize:

- If a Prize winner cannot be contacted or does not claim the Prize by the stipulated date, the Prize will be forfeited.
- A substitute prize will not be offered in lieu of the Prize.

9. Rain and Weather Conditions:

- In the event that rain or adverse weather conditions cause the scheduled event on December 15, 2023, to be postponed, new dates for the event will be announced at the discretion of the Promoter.
- If weather conditions necessitate the cancellation of the event and no new date is offered, the giveaway will be canceled.
- The decision to postpone, reschedule, or cancel the event and the giveaway, in such circumstances, is solely at the discretion of the Promoter.
- In the case of cancellation, no prizes will be issued, and the Promoter shall not be liable for any loss or inconvenience incurred by participants.

10. Proof of Identity and Entry Validity:

- All entrants agree to provide the Promoter or the Promoter's authorized agent with proof of identity, residency, age, and/or proof of entry validity if selected as the Prize winner/s or if reasonably requested by the Promoter or the Promoter's authorized agent.
- Proof of age, identification, residency, and entry considered suitable for verification is at the sole discretion of the Promoter.
- If the Prize winner cannot provide suitable proof, the Prize winner will forfeit the Prize in whole, and no substitute will be offered.

11. Changes, Cancellations, and Responsibilities:

- No responsibility will be taken by the Promoter for any changes in dates, times, or cancellations, or other arrangements that may prevent the Prize winner from winning the Prize.

12. Promoter's Right to Cancel or Vary:

- The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the Prizes to cancel or vary the Competition or to vary or cancel the award of the Prizes.
- This includes circumstances wherein the Promoter's opinion: (a) a Prize winner does not satisfy the Competition entry requirements; or (b) The Promoter cannot conduct the Competition or award the Prizes for any reason beyond its control.

13. Consequences of Cancellation or Variation:

- In the event that the Promoter cancels or varies the Competition or varies or withdraws the Prizes, it shall not: (a) be liable to any person for any loss or damage (including loss or damage caused by any negligence) arising out of, or in

connection with, such cancellation, variation, or withdrawal; and (b) be required to conduct the Competition at any other time.

14. Entry Responsibility and Technical Disruptions:

- No responsibility will be accepted by the Promoter for late, lost, or misdirected entries.
- All entries are deemed to be received at the time of receipt of the entry into the Promoter's database.
- The Promoter accepts no responsibility for any delays to entry caused by technical disruptions or malfunctions.
- The Promoter accepts no responsibility for outdated or incorrect contact details.

15. Prize Transit:

- The Promoter accepts no responsibility for any Prizes that are damaged, delayed, or lost in transit.

16. Disqualification:

- The Promoter reserves the right to cancel the award of prize/s to, and/or to disqualify any individual who, as determined in the sole discretion of the Promoter, has breached these terms and conditions or who has otherwise engaged in unlawful or improper conduct that is designed to jeopardize the fair conduct of the Competition.

17. Privacy and Disclosure:

- Entrants are advised that their personal information may be disclosed to State and Territory lottery departments.
- Their names as the winner may be published as required under the relevant lottery legislation.

18. Promoter's Decision:

- A decision of the Promoter in relation to the conduct of the Competition is binding and conclusive, and no correspondence will be entered into.

19. Entrant's Sole Risk:

- Entrants enter the Competition at their sole risk.
- With the exception of liability that cannot be excluded by law, the Promoter shall not be liable for any loss or damage that is suffered (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained as a result of taking the Prize or entering the Competition.

20. Use of Entries and Copyright Ownership:

- All entries become the property of the Promoter.
- Entries may be communicated to the public by the Promoter or used for promotional purposes, subject to the Promoter's privacy policy.
- By entering the Competition, the Prize winner agrees to the use of their name, image, audio-visual recording, and/or photograph/s, without compensation.
- The Promoter will own the copyright in any such images, audio-visual recordings, and photographs.

21. Winner Selection:

- Winners will be selected on December 15, 2023, at Santa's Enchanted Forest.
- The selection will be conducted by Miami Heat's Superstar Bam Adebayo.
- Participants need not be present to win.

22. No Responsibility for Prize Claim:

- If a Prize winner cannot be contacted or does not claim the Prize by the stipulated date, the Prize will be forfeited.
- A substitute prize will not be offered in lieu of the Prize.

23. Changes in Dates and Cancellations:

- No responsibility will be taken by the Promoter for any changes in dates, times, or cancellations, or other arrangements that may prevent the Prize winner from winning the Prize.

24. Promoter's Right to Cancel or Vary:

- The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the Prizes to cancel or vary the Competition or to vary or cancel the award of the Prizes.
- This includes circumstances wherein the Promoter's opinion: (a) a Prize winner does not satisfy the Competition entry requirements; or (b) The Promoter cannot conduct the Competition or award the Prizes for any reason beyond its control.

25. Promoter's Decision is Final:

- A decision of the Promoter in relation to the conduct of the Competition is binding and conclusive, and no correspondence will be entered into.