

# KID 2024 Duck Sweepstakes

## Official Rules

**NO DONATION NECESSARY TO ENTER OR WIN. A DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** The KID 2024 Duck Sweepstakes (“Sweepstakes”) by Kids In Distress (“Sponsor”) is open only to legal residents of the United States who are 18 years of age or older. Void where prohibited. All applicable federal, state and local laws apply.

**SWEEPSTAKES PERIOD:** The Sweepstakes begins on January 3, 2024 at 12:00:01 a.m. Eastern Time (“ET”) and ends on March 9, 2024 at 12:59:59 p.m. ET (“Sweepstakes Period”).

**HOW TO ENTER:** There are two (2) ways to enter during the Sweepstakes Period:

1. **With Donation:** Visit [www.duckfestderby.org](http://www.duckfestderby.org) (the “Website”) and follow the on-screen instructions to complete an entry form with the required information to request a numbered duck (“Duck”). You will be asked to make a donation when you request a Duck via this entry method. A \$5 donation per request is suggested.
2. **Without Donation:** If you do not wish to make a donation, send an email to [events@kidinc.org](mailto:events@kidinc.org) with your full name, date of birth, mailing address, and telephone number to request a Duck. Each such request is valid for one (1) entry and must be submitted separately.

Limit three (3) requests per person/email address, regardless of method of entry. Entrants will receive the number(s) for their Duck(s), but will not receive any physical Ducks. The actual numbered Ducks will be held for participation in the live Duck race as described in the Winner Selection and Notification rule below.

Entrants are prohibited from using multiple names, email addresses, or any other means to enter more than three times. Any attempt to do so is grounds for disqualification. Use of any macro, bot, script or other automated means to submit entries is prohibited. Proof of submission is not proof of receipt. Sponsor's database computer is the official time-keeping device for the Sweepstakes. Entries will not be acknowledged. No responsibility is assumed for illegible, lost, late, damaged, incomplete, misdirected, or stolen entries. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the email address associated with the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address. Judges' decisions are final and binding on all matters relating to the Sweepstakes.

**WINNER SELECTION AND NOTIFICATION:** The planned method to select winners will be via a live event at the New River in Fort Lauderdale, FL on or about March 9, 2024 (“Duck Fest Derby”). At the Duck Fest Derby, all of the numbered Ducks that were validly requested

pursuant to the “How to Enter” rule above will be dropped into the New River at the same time by Sponsor or Sponsor’s representative to race toward the marked finish line. The first two (2) Ducks to cross the finish line and enter the “winners’ tube” at the end will be the first place winner (“Grand Prize Winner”) and second place winner (“Second Prize Winner”), respectively.

If the Duck Fest Derby is not able to take place for any reason, such as poor weather, governmental restrictions, safety, or any other reason, all of the numbers assigned to the Ducks that would have participated in the Duck Fest Derby event instead will be entered into a series of random drawings from among all eligible entries/Ducks to select winners as follows:

- Alternate Grand Prize Drawing: One (1) Grand Prize Winner will be selected in a random drawing on or about June 20, 2024 from among all eligible entries/Ducks.
- Alternate Second Prize Drawing: One (1) Second Prize Winner will be selected in a random drawing on or about June 20, 2024 from among all eligible entries/Ducks.

An independent auditing firm will oversee the winner selection process. Each potential winner will be notified using the contact information supplied at time of entry. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification within three (3) days may result in disqualification and selection of an alternate winner. Each winner may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (where legal) (“Prize Claim Documents”). If a potential winner fails to comply with Sponsor’s requests for Prize Claim Documents, is found to be ineligible, or cannot or does not comply with these Official Rules, he/she may be disqualified and prize may be awarded to an alternate winner. If any potential winner is a minor under the laws of his/her state of residence, at Sponsor’s option, the applicable prize either may be awarded in the name of parent or legal guardian of winner, or parent or legal guardian of winner may be required to ratify and sign all required documents.

**PRIZES/ODDS:** Prizes are available as follows:

- One (1) Grand Prize is available: \$10,000.
- One (1) Second Prize is available: 7-Day cruise for up to two guests in a balcony stateroom on Norwegian Cruise Line® sailing from anywhere in the world! Once you are ready to make your cruise arrangements, please call 866.931.6741 where we will help you to secure your booking. Your selection of sail dates is subject to availability, blackout dates and must be taken by 4/1/2025.

Prizes are non-transferable and no cash equivalent or substitution of the prize is offered, except at the sole discretion of the Sponsor. Sponsor may substitute a prize of comparable value if advertised prize becomes unavailable. Each winner is responsible for all federal, state and/or local taxes, and for any other fees or costs associated with acceptance or use of any prize.

Odds: The odds of winning the Grand Prize, Second Prize, or Third Prize depend on the number of eligible entries.

**RELEASE OF LIABILITY:** You agree that Sponsor, its parent company, affiliates, partners, subsidiaries, advertising and promotion agencies, and anyone else involved in the development or execution of this Sweepstakes (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose.

By entering the Sweepstakes, you further agree that (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of Florida without regard to principles of conflicts of laws, and by entering, you consent to the exclusive jurisdiction of the state and federal courts in Florida for resolution of any disputes relating to the Sweepstakes and waive any objection thereto. *For New Jersey residents, nothing herein bars recovery of attorneys' fees, court costs, or other damages if mandated by statute.*

**ADDITIONAL RULES:** No responsibility is assumed for any damage to your mobile device or computer system which is occasioned by participating in the Sweepstakes, or for any computer system, mobile device, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, or stolen submissions, prize notifications or other Sweepstakes materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or

corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner from all eligible, non-suspect entries unaffected by the problem.

**DATA:** By entering, you agree to Sponsor's manner of collection and usage of any personal information you submit, all of which is subject to Sponsor's privacy policy located at [www.duckfestderby.org](http://www.duckfestderby.org).

**WINNER NAME:** For the winner names, send a stamped, self-addressed envelope to: KID 2024 Duck Sweepstakes, Kids In Distress, 819 NE 26 Street, Fort Lauderdale, FL 33305. All such requests must be received by February 23 2024. Winner names also may be announced during Sponsor's Duck Fest Derby live event on March 9, 2024.

**SPONSOR:** Kids In Distress, 819 NE 26 Street, Fort Lauderdale, FL 33305.