

Entry into this Promotion constitutes your acceptance of these Official Rules.

1. SPONSOR: Facebook & Instagram Giveaway (“Contest”) is sponsored by SUN NG JELLY-BARTON LAKE RV LLC, NORTHGATE-CLAY’S PARK, LLC, SUN NG HOSPITALITY CREEK LLC, NGR CAPE COD LLC, SUN NG GLEN ELLIS RV LLC, LAZY RIVER RESORT LLC, NORTHGATE GOLDEN VALLEY LLC, HILL COUNTRY RESORTS LLC, KERRVILLE CAMP-RESORT LLC, KOZY REST LESSEE LLC, MOUNTAIN VIEW RESORTS LLC, FIELD OF DREAMS HOLDING COMPANY LLC, QUARRYVILLE RESORTS LP, SUN NG JELLY-LONE STAR TX RV LLC, STOCKTON DELTA RESORT LLC, THREE PONDS RESORT LLC, SUN NG COYOTE RANCH RV LLC, SUN NG WHISPERING PINES RV LLC (collectively referred to as “Sponsors”).

2. WHO IS ELIGIBLE: The Contest is only open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia excluding residents of Puerto Rico, all U.S. territories and possessions, and all overseas military installations, who are at least eighteen (18) years old at the time of entry. Qualifying Entrants submitting artwork of a minor must include the child’s first name and age only, as well as the parent/guardian’s full name, email and contact information (“Entrants”). Employees of Sponsors, affiliates, subsidiaries, directors, officers and prize suppliers (collectively, the “Contest Entities”), and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter or win. For the purpose of the Contest, family members are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

Void where prohibited by law. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules (defined below) may be disqualified from the Contest at the sponsors’ sole and absolute discretion. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to the Sponsors’ satisfaction, the affected entry will be deemed ineligible. Illegible and/or incomplete entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

3. ENTRY PERIOD: Contest begins at 9AM EST Tuesday, January 21, 2025. Contest ends at 11PM EST Monday, March 31, 2025 (“Entry Period”). All entries must be post-marked by March 31, 2025.

4. HOW TO ENTER: To officially enter the Contest, Entrants must:

1. Mail in your coloring contest submission to Northgate Resorts at 38 Commerce Ave SW Suite 200, Grand Rapids, MI, 49503.

2. If selected as a winner, we will contact you via email to claim your prize within 48

Hours. In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the authorized account holder of the email account of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

1. **BINDING AGREEMENT.** In order to participate in the Contest or to win any of the prizes, Entrants must agree to these Official Rules ("Official Rules"). Because these Official Rules form a legally binding agreement with respect to the Contest, please read them carefully. If Entrant does not agree to the Official Rules, Entrant is not eligible to participate in the Contest or to win any of the Prizes. Entrant agrees that their registration as an individual participant under the Contest constitutes their agreement to these Official Rules.

2. **WINNER SELECTION/NOTIFICATION.** All eligible submissions will be judged by a panel of judges based on the following criteria: Creativity and Originality, Relevance to Theme, Visual Appeal, Technical Execution. Winners will be announced April 11, 2025, unless otherwise noted, and tagged in Northgate Camp-Resort social media channels. Entrants must have a public account to participate. All Eligible Entries must be received by the Entry Period deadline. Winners will be contacted directly by the Sponsor via email within 48 hours. No liability is assumed for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. Winners must respond to the initial notification, within 24 hours according to the instructions provided.

3. **PRIZES:** Sponsors will award \$500 in camp credit to the winner, \$250 in camp credit to runner-up, and \$100 in camp credit third place, creating three winners in each of the following age groups:

- 5 & Under
- 6-10
- 11 & Up

The Prize is non-transferable, with no cash redemption, equivalents or substitutions except at the Sponsors' sole and absolute discretion. The Prize must be redeemed within one year of issuance date. Any dispute as to the correct person to receive the Prizes will be decided by the Sponsor at its sole discretion. Winner is responsible for all costs and expenses not set forth herein, as well as any federal, state, and/or local taxes imposed as a result of acceptance of prize. By accepting a Prize, except where legally prohibited, Entrants grant permission for Sponsor and its designees to use Entrants' name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade, and promotional purposes relating to this Contest, without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

1. **Prize Award:** All entries are subject to verification prior to awarding the Prize. Prize will

be awarded within 7 business days of response to the Prize notification. Acceptance and use of a Prize is the responsibility of the winners. Prize/Camp Credit, must be used within one year of issuance. Sponsor is not responsible for lost, late, misdirected or stolen mail. Prizes returned as undeliverable will be awarded to an alternant entrant.

2. ODDS: Odds of winning the Prizes depends upon the total number of eligible entries received.

3. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsors may, in their sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prizes at random from among the Eligible Entries received up to the time of the impairment. Sponsors reserve the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and/or civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any of the terms of these Official Rules shall not constitute a waiver of that provision.

1. By entering and participating, each Entrant agrees to release, discharge, indemnify, and hold harmless the Contest Entities from and against any and all claims, demands, liability, damages or causes of action (however named or described) losses, costs or expenses, with respect to or arising out of or related to: (i) Entrant's participation in the Contest, and (ii) Entrant's acceptance, use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of a prize. By participating in this Contest, Entrants agree to abide by and be bound by these Official Rules, and understand that the Contest results are final in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Sponsors' sole discretion. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

4. NO WARRANTY: THE PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF

ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

5. GOVERNING LAW/JURISDICTION: The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Michigan. All applicable federal, state, and local laws and regulations apply.

6. ADDITIONAL RULES: Entry data that has been tampered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to Entrant's or any other person's mobile device or computer related to or resulting from participating in the Contest. The date and time of entry receipt shall be determined by the official clock on the website. Submitted materials become the sole property of Sponsor and will not be acknowledged or returned. If the Contest is terminated before the end date, Sponsor will determine the winners from all eligible entries received as of the termination date.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT OF THE LAW.

By participating, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Sponsors' and Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official rules may result in disqualification from the Contest. Sponsors' reserves the right to: (i) permanently disqualify from any Contest it sponsors any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate the Contest if Sponsors' believe, in their sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Contest. If the Contest is terminated before the end date, Sponsors' will determine the winners from all eligible entries received as of the termination date.

1. RELEASE OF LIABILITY: By participating, Entrants release and hold harmless the Sponsor of the Contest, and their parent companies, subsidiaries, affiliates, partners, employees, directors, agents, and all others associated with the development and execution of this Contest from any and against any and all injury, loss or damage caused

or claimed to be caused by Entrants' participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and Entrant agrees that these entities are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly provided in these Official Rules. By participating, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; (c) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, and any and all rights to have damages multiplied or otherwise increased, and any other damages, other than damages for actual out-of-pocket expenses; and (d) these Official Rules and all disputes shall be governed by the internal laws of the State of Michigan; without regard to the principles of conflicts of laws, and disputes shall be resolved exclusively in the state or federal courts in the State of Michigan, and Entrant expressly consents to the jurisdiction of said courts and waives any objection thereto. For New Jersey residents, the limitations set forth are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.

2. **PRIVACY AND PUBLICITY.** Personal information, including that of minor children, submitted by Entrants in connection with the Contest will be collected, used and disclosed only for the purpose of administering the Contest, Prize announcement and fulfillment, or as Entrants otherwise expressly consent or as required by law. Personal information may be stored on servers in the United States and/or Canada and therefore may be subject to the laws and authority of other jurisdictions. By entering the Contest, Entrants consent to such collection, use and disclosure. Any information Entrants submit is subject to Sponsor's privacy policy.

3. **TAXES:** All taxes and other expenses not specified herein, including federal, state, and local, are the sole responsibility of the Prize winner, as well as compliance with any federal, state, and local laws and regulations applicable to the Prize winner.