

Monorail Memory Sweepstakes

National Travel and Tourism Week

Official Rules

NO PURCHASE OR PLAY NECESSARY TO ENTER. Promotion period (“Promotion Period”) begins on Monday, May 4, 2020, at 12:00:00 a.m. PT and ends on Saturday, May 9, 2020, at 11:59:59 p.m. PT. All times referred to in these Official Rules are Pacific Time (“PT”). As used herein, “Sponsor” means Las Vegas Monorail Company, located at 3770 Howard Hughes Parkway, Suite 295, and “Promotion Entities” means Sponsor, Sponsor’s parent and each of Sponsor’s affiliated and subsidiary companies. The Monorail Memory Sweepstakes shall be referred to as the “Promotion” throughout these Official Rules. Promotion is sponsored by Sponsor.

General Rules:

1. To be eligible to enter this Promotion, participants (“Participants”) must be:
 - a. At least 18 years of age;
 - b. A legal resident of the 50 United States or the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories) or Canada (excluding Quebec); and
 - c. In possession of access to a computer or mobile device with internet access as of Monday, May 4, 2020.
2. Void in the Province of Quebec and where prohibited or restricted by law.
3. This Promotion is subject to all applicable federal, state, and local laws and regulations, including gaming regulations, and all aspects of the Promotion are subject to the approval of appropriate regulatory authorities.
4. All Participants must have an active Instagram or Twitter account. Go to www.instagram.com or www.twitter.com for instructions on how to create an account.
5. All entries are subject to review and verification.
6. Sponsor reserves the right to distribute additional entries via advertising, direct mail, or other promotional means.
7. Except where prohibited by law, Participants agree to allow Sponsor the unconditional use of their name and likeness for promotions/advertising and announcements without compensation, consideration, notice, review, or consent.
8. Winner is solely responsible for all taxes, expenses, costs or fees associated with acceptance and/or use of the prize that are not specifically stated herein as being awarded. For any prize with an approximate retail value of six hundred dollars (\$600.00) or greater, Sponsor will, when required by law, furnish an Internal Revenue Service Form 1099 to winner for such value. Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems

necessary or desirable under applicable federal, state, local or other tax laws, rules, regulations, codes or ordinances.

9. Promotion times are approximate. Sponsor reserves the right to change Promotion times due to unforeseen or extenuating circumstances.

10. All decisions regarding the interpretation of the Official Rules, eligibility, etc. for this Promotion lie solely with Sponsor whose decisions are final.

11. Sponsor reserves the right to modify or cancel this Promotion at any time, for any reason, subject to any applicable regulatory approval, provided that such modification shall not, as of the date of such modification, materially alter or change any Participant's prize already awarded. Notice of any such modification is sufficient if posted on the Las Vegas Monorail's Instagram page (<https://www.instagram.com/lvmonorail>), and in a Tweet on the Las Vegas Monorail's Twitter page (<https://www.twitter.com/lvmonorail>).

12. Sponsor may disqualify any Participant for any prize based upon fraud, dishonesty, violation of these Official Rules, or other misconduct.

13. Sponsor is not liable for injuries or losses arising or resulting from participation in the Promotion and is not liable for any acts or omissions by employees, whether negligent or willful, in the conduct of the Promotion and is not liable in the event of any equipment or software malfunction.

14. Sponsor is not responsible for lost, late, mutilated, or illegible entries nor for electronic transmission errors or delays resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, hardware, software, or telephone failures of any kind, lost or unavailable connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a Participant's ability to participate in the Promotion.

15. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes within or beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion.

16. Any attempt by any person to deliberately damage any program or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent of the law.

17. Prizes and entries are non-transferable.

18. Entries will be retained for record keeping purposes in accordance with local legal requirements.

19. Need not be present to win.

20. A link to these Official Rules and any updates thereto will be provided in the social media posts promoting this Promotion.

21. The following individuals are not eligible to enter the Promotion:

- a. Employees of Sponsor or any of its subsidiaries, affiliates or parent companies
- b. Employees of any advertising agency or marketing services firm that is providing any services to Sponsor in connection with the Promotion;
- c. The spouse, parent or child of an employee described in (a) or (b) above;
- d. Anyone sharing the same primary residence as an employee described in (a) or (b) above; or
- e. Individuals who are excluded from Sponsor facilities, including through a government program, at Sponsor's discretion, or by their own request.

22. By entering the Promotion, you agree on behalf of yourself and your heirs, executors, and administrators (a) to release and hold harmless Promotion Entities, Instagram, LLC ("Instagram") and Twitter, Inc. ("Twitter") and each of their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from your participation in the Promotion and/or your acceptance, possession, use, or misuse of a prize or any portion thereof (including any travel related thereto); (b) to indemnify Released Parties from any and all liability resulting or arising from your failure to comply with these Official Rules or a breach of any of your representations and warranties; (c) to hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by a prize supplier that are sent along with such prize; (d) if selected as a winner, to the posting of your name on Sponsor's websites and the use by the Promotion Entities of your name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (e) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Promotion itself, and to be bound by all decisions of Sponsor, which are binding and final.

23. Apple is not a sponsor nor is it affiliated with this Promotion.

24. Sponsor reserves the right to substitute prizes that have or have not been awarded, as long as the value is substantially the same as the original prize offered in the event that the original prize becomes unavailable. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules.

25. If by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, all prizes will be awarded on a first come - first serve basis until the advertised number of prizes available in each prize category are distributed. No more than the advertised number of prizes will be awarded.

26. Odds of winning dependent upon number of Drawing Entries received.

27. Sponsor's use of Participants' personal information is governed by Sponsor's privacy policy, located at ([link to privacy policy statement](#)).

Entry:

28. Participants may enter using one (1) of two (2) entry methods:
- a. **Twitter:** To enter on Twitter, send a Tweet of a photo of your favorite Las Vegas memory or send a Tweet that details your favorite memory and include the hashtags #MonorailMemory and #Sweepstakes and @lvmonorail in your Tweet.
 - b. **Instagram:** To enter on Instagram, post a creative photo of your favorite memory on your personal Instagram account with the hashtags #MonorailMemory and #Sweepstakes.
29. Photos/Tweets that do not comply with these Official Rules will not be valid and will not be eligible to win the Promotion.
30. Participants will receive one (1) drawing entry ("Drawing Entry") per valid photo/Tweet posted.
31. Maximum of one (1) Drawing Entry per Participant during the Entry Period (Monday, May 4, 2020 – Saturday, May 9, 2020). Additional entries in the Entry Period will not be accepted and are strongly discouraged.
32. Drawing Entries earned during any Drawing Period (12:01am – 11:45pm PST) are eligible for all subsequent daily drawings during the Entry Period.
33. By submitting your photo/Tweet entry, you represent and warrant that you have (1) obtained written permission from each person whose name, image, likeness or voice ("Likeness") is included in the entry; (2) that each person included in the entry meets the requirements of eligibility for this promotion (including being 18 years old) (3) has granted you all necessary rights to use the person's Likeness in the entry as described in these Official Rules; (4) that you can and will make copies of such permissions available to Sponsor upon request; and (5) that the photograph entry is solely your property and you grant the Promotion Entities a royalty-free, world-wide, perpetual license to publicly use, display, reproduce and make derivative works of the entry, including use of your name and likeness (unless prohibited by law), in any manner, in whole or in part, including but not limited to advertising, publicity and promotion.
34. Sponsor retains the right to disqualify any entry that doesn't comply with the Official Rules or is deemed inappropriate at the Sponsor's sole discretion, including, without limitation, any entries generated by a script, macro, or other automated means or by any means that subverts the entry process.
35. By posting a photo/Tweet using the required hashtags above, each Participant consents to the posting of such content on Sponsor's and its affiliates' websites, mobile applications, social media accounts and other digital media without additional compensation.
36. No entries will be accepted after 11:59:59 p.m. PT on Saturday, May 9, 2020.
37. All entries for the Promotion are in electronic format.
38. Your use of Instagram, Facebook and/or Twitter (the "Social Media Platforms") to enter the Promotion is further subject to each Social Media Platform's terms and conditions. Sponsor is not responsible for any changes or unavailability of a Social Media Platform that may interfere with the Promotion (including any limitations, restrictions, or conditions on Sponsor's ability to use any Social Media Platform for the Promotion as set forth in these Official Rules) or ability of entrants to timely enter, receive notices or communicate with Sponsor via any Social Media Platform, in which case, Sponsor, in its sole discretion, may terminate or modify the Promotion. This Promotion is in no way

sponsored, endorsed, or administered by or associated with the Social Media Platforms. The Social Media Platforms are not responsible for the administration of the Promotion and is not involved with the Promotion in any way. You are providing your information to Sponsor and not to the Social Media Platforms. Do not contact a Social Media Platform for any information about this Promotion. Sponsor's use of your personal information is governed by Sponsor's privacy policy, located at ([link to privacy policy statement](#)).

Prizes and Winner Selection:

39. During the Entry Period, Sponsor will select two (2) winners following each day of the Entry Period (i.e., 12 total winners). The winners will be determined by a random daily selection process (through any reasonably secure means to be determined by Sponsor) from all eligible Drawing Entries. Limit one (1) prize per Participant. Each winner during the first Entry Period will receive two (2) 4-day Monorail Passes, valid for one (1) year. The Monorail Passes will be mailed to the address provided by winner.

40. Sponsor may elect a different number of winners for each daily drawing. Sponsor shall announce the number of winners prior to the 24-hour Drawing Period (12:01am – 11:59pm PST). If Sponsor does not announce new winner numbers in advance of the Drawing Period, then Sponsor will offer two (2) 4-Day Monorail Passes to two (2) daily winners as described above in paragraph 39.

41. Only the Participant who submitted the winning entry will receive the prize. In case of a dispute over the identity of the individual who submitted the winning entry, Sponsor reserves the right to determine the potential winner in its sole discretion. Without limiting the foregoing, Sponsor may deem that an entry was made by the authorized account holder of the primary email address associated with the Twitter or Instagram account used to enter. "Authorized account holder" is defined as the person who is assigned to the email account by the company or organization responsible for assigning such accounts.

42. Prizes are nontransferable, and no substitution will be made except as provided herein at Sponsor's sole discretion.

43. Potential winner will be contacted via Instagram or Twitter message (depending on which social media account was used to enter), and once winners are confirmed, they will be announced on the Las Vegas Monorail's News Page (<https://www.lvmonorail.com/corporate/news/>).

44. You are not a winner until you receive official notification from the Sponsor and/or the promotional agency administering the Promotion for the Sponsor.

45. Potential winner must reply within 48 hours of being contacted to claim their prize. Notice to potential winner may include instructions on how to confirm eligibility, which may require potential winner to email or otherwise deliver to Sponsor potential winner's full name, date of birth, phone number, email address, and/or mailing address.

46. If a winner does not claim his or her prize in the allotted time, Sponsor will, time permitting, select a new potential winner.

47. Unclaimed prizes will be forfeited. Invalid or incorrect contact information may result in prize forfeiture.

48. Potential winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release.

49. For a copy of these Official Rules or the name(s) of the winner(s) send a self-addressed, stamped envelope to be received no later than Saturday, July 4 to Las Vegas Monorail Company, 3770 Howard Hughes Parkway, Suite 295, Las Vegas, NV 89169, Attn: Las Vegas Monorail (Monorail Memory Sweepstakes). Canadian residents may omit return postage.