

## TENNESSEE PLAYCATION BUTTERFLY TICKET SWEEPSTAKES– OFFICIAL RULES

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. INTERNET ACCESS IS REQUIRED TO ENTER.**

**ELIGIBILITY:** The Tennessee Department of Tourist Development **Tennessee Playcation Butterfly Ticket Sweepstakes** (“Sweepstakes”) is open only to legal residents of the contiguous United States of America, who are eighteen (18) years of age or older at the time of entry. Employees of the Tennessee Department of Tourist Development (herein after referred to as the “department or “sponsor”), State of Tennessee departments, agencies, their respective boards and commissions and immediate family members of, and/or those living in the same household of each, and those that are employed by VML, Inc., the Dollywood Company and Pigeon Forge Department of Tourism (herein after referred to collectively as “Released Parties”) are not eligible to enter. The Sweepstakes is void outside the contiguous United States of America and where otherwise prohibited. Entrant must be available to attend the 2025 Dollywood opening day celebration in Pigeon Forge, Tennessee as later announced by Dollywood.

**SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins October 23, 2024, and ends on February 1, 2025 (“Sweepstakes Entry Period”). Sponsor’s computer, or an individual/entity designated thereof, will be the official time keeping device for the Sweepstakes. All times are in Central Time. The successful Entrants must submit the unique code found on the Butterfly Ticket to <https://www.tnvacation.com/experiences/family/playcation-butterfly-ticket/redeem>. Upon review of materials submitted, successful Entrant will be determined a prize winner and notified before or about March 1, 2025, through the email address or phone number provided when entering.

**HOW TO ENTER:** Entrant must request a Tennessee Playcation Kid’s Guide (“Guide”) through [tnvacation.com](https://www.tnvacation.com) during the Sweepstakes Entry Period. All requested information must be provided to be determined a prize winner. Upon receiving the Guide, Entrant must determine whether their Guide contains a Butterfly Ticket. Ten (10) Entrants will receive a Butterfly Ticket.

Butterfly Ticket recipients must submit the unique code found on the Butterfly Ticket to <https://www.tnvacation.com/experiences/family/playcation-butterfly-ticket/redeem> within five (5) calendar days of receipt. Sponsor reserves the right to mail additional Butterfly Tickets during the Sweepstakes Entry Period until ten (10) Winners are confirmed.

**If entering via a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply.** All entries/materials submitted in connection with the Sweepstakes will become the property of Sponsors and will not be returned.

**NOTIFICATION AND VERIFICATION:** If an Entrant/Butterfly Ticket recipient submits the unique code timely as set forward above Entrant/Butterfly Ticket recipient will be contacted through their provided information to submit additional documents. To be a Winner, Entrant must provide all necessary information requested, such as required tax form (W-9 tax filing form) as well as Affidavit of Eligibility and Liability/Publicity Release (the “Affidavit”) form within five (5) calendar days from request.

Noncompliance will result in disqualification and Sponsor may continue to carry out the entry, notification and verification process until ten (10) Winners are determined.

An Entrant is not a Prize Winner until Sponsor has verified Entrant’s eligibility. If Entrant is found to be ineligible or not in compliance with these rules, Entrant will be disqualified, and prize awarded to another randomly selected Entrant.

For winner information, send a self-addressed, stamped, business size (#10) envelope after August 1, 2025, but before December 31, 2025, to: Department of Tourist Development, William Snodgrass/Tennessee Tower, ATTN: Tennessee Playcation Butterfly Ticket, 312 Rosa L. Parks Avenue, 13th Floor, Nashville, Tennessee 37243-1102.

**PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There will be up to ten (10) Prize Winners.

The winners will receive the following, with the associated approximate retail value:

- Dollywood Resort 2-night stay for family of four (4) on opening day 2025 – \$1000.00
- VIP experience for four (4) at Dollywood on opening day 2025 – \$1196.00
- Signed Dolly inspired guitar – \$700.00
- Dollywood Golden Season Passes for a family of four (4) – \$1053.00
- Pigeon Forge Attractions Passes for a family of four (4) – up to \$500.00
- Swag Bag for family of four (4) –\$100.00

Total approximate value of each prize package: \$4,549.00

All accommodations are subject to availability. The prizes may not be exchanged or transferred. Sponsor reserves the right to cancel the sweepstakes or award a prize of equal or greater value for any reason.

**Odds of winning will depend upon the number of eligible entries received.**

**PRIZE CONDITIONS:**

Please visit [Dollywood.com](http://Dollywood.com) and [mypigeonforge.com/attraction-pass](http://mypigeonforge.com/attraction-pass), to read about frequently asked questions. Prize is not assignable or transferable although Sponsor reserves the right to substitute a prize of equal or greater value for any reason deemed by Sponsor. Prize must be taken on dates specified by Released Entities or Prize will be forfeited in its entirety. Dates so specified are subject to change by the Released Entities. All other expenses not specifically mentioned herein, including but not limited to tips, gratuities, incidentals, local and long-distance telephone calls, and service charges, additional required transportation, any additional lodging, meals and beverages, and any other known or unknown expenses not specifically mentioned above in PRIZE/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS, are the sole responsibility of the entrant/winner(s).

By participating and accepting a prize, entrant/winner represents that he/she understands that travel, whether by plane, automobile, or other conveyance, or by foot, and in the air, contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, pandemic or other agencies, known or unknown. By accepting a prize, winner acknowledges participation in the prize is voluntary, acknowledges that there are natural forces and occurrences which may impact on or effect the safety of the activities they are participating in and they assume the risk of such factors and occurrences and agree that the Released Parties will not be in any way responsible for any resulting injury, illness, death, etc.

In addition, the winner(s) are solely responsible for all federal, state, and local taxes as well as other fees associated with receipt of a prize, regardless of whether a prize is used in whole or in part. Taxes on the prize are solely the responsibility of the winner and winner agrees to provide a W-9 Tax form. The prize winner(s) will be required to disclose their social security number on the W-9 for the purpose of issuance of a 1099 MISC form for tax purposes.

**GOVERNING LAW/JURISDICTION:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. Further all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsor(s) in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising through this Sweepstakes. The entrant/winner acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Sweepstakes shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408. The department reserves the right to modify these Official Rules at its discretion at any time.

**DISCLAIMERS & LIMITATION OF LIABILITY:** Entrant agrees that Sponsor and the released entities shall not be liable for losses or injuries or damages of any kind sustained in connection with Entrant’s Entry into the Sweepstakes, acceptance, possession, and/or use of a Prize or participation in the Sweepstakes, acceptance, possession, and/or use of a Prize or participation in the Sweepstakes. Sponsor is not responsible for late, lost, damages, or misdirected entries, or any technical malfunctions of the transmission line, computer on-line system, computer equipment, hardware, software, or any combination thereof, of any entries that are late (including delayed data transmission), tampered with, garbled, incomplete,

misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegal or otherwise not in compliance with these Official Rules. Entrant also agrees that Sponsor is not responsible or liable for any injury or damage to Entrant's or third person's mobile device/computer related to or resulting from the Sweepstakes and its prizes. Sponsor is not liable for damage to Entrant's mobile device/computer in any way due to Entrant's participation in the Sweepstakes or downloading any information in connection with the Sweepstakes, including without limitation any server failure, lost, delayed or corrupted data or other malfunction. Sponsor reserves the right to modify or cancel the Sweepstakes in the event it becomes technologically corrupted.

**RELEASE OF LIABILITY:** By participating, winner(s), winners' guests and entrants agree to release, discharge, indemnify and hold harmless the Released Parties from and against any claims made by a winner(s), a winner's guest, entrants or any other third parties related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in the Sweepstakes and/or any Sweepstakes-related activity.

**LEGAL WARNING:** WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SWEEPSTAKES SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

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

**CONDITIONS OF ENTRY:** Entry materials that have been tampered with or altered are void. If, in the Administrator's or Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor reserves the right at their sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the termination date. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted at department's welcome centers and social media sites. In the event of a dispute as to the identity of the winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry.

**SPONSOR(S):** Department of Tourist Development, William Snodgrass/Tennessee Tower, 312 Rosa L. Parks Avenue, 13th Floor, Nashville, Tennessee 37243-1102.

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