



**Manatee Lagoon® ManateeFest Kick-Off Giveaway Sweepstakes
Official Rules:**

These Official Rules (the “Official Rules”) apply to the **Manatee Lagoon® ManateeFest Kick-Off Giveaway Sweepstakes (“Sweepstakes”)** being conducted by Florida Power & Light Company, a Florida corporation (“FPL” or “Sponsor”) and rbb Communications, Miami, FL (“Administrator”). This Sweepstakes **begins on Wednesday, Dec. 20, 2023** at 12:01 AM Eastern Daylight Time (“EDT”) and **ends on Wednesday, Jan. 31, 2024** at 12:00 PM EDT (the “Sweepstakes Period”). The clock on FPL’s designated website will be the official timekeeper for this Charitable Event. **THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER BY THE FLORIDA PUBLIC SERVICE COMMISSION.**

ENTRY/DRAWING PERIODS:

ENTRY/DRAWING PERIOD #	ENTRY BEGINS AT 12:01 AM	ENTRY ENDS AT 11:59 PM	ANTICIPATED DRAWING DATE	# OF PRIZES
#1	12/20/23	1/2/24	1/5/24	1
#2	1/3/24	1/16/24	1/19/24	1
#3	1/17/24	1/23/24	1/26/24	1
#4	1/24/24	1/30/24	2/2/24	1

ENTRY NOTES: NO ENTRY IS CARRIED FORWARD TO ANY REMAINING DRAWINGS (if any remain). You may enter one (1) time per person during each entry/drawing period. To enter all four drawings, you must enter one time during each entry/drawing period. There will be **four (4) unique** drawings to award one (1) prize in each drawing.

1. ELIGIBILITY:

NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS REQUIRED FROM YOU FOR ENTERING OR WINNING THIS SWEEPSTAKES. THIS SWEEPSTAKES IS OPEN TO MEMBERS OF THE GENERAL PUBLIC WHO MEET THE CRITERIA SET FORTH HEREIN. The Sweepstakes is only open during the Sweepstakes Period to Florida residents who are 18 years of age or older at the time of entry.

2. TO ENTER:

Method of Entry:

You can enter the Sweepstakes by following Manatee Lagoon’s Instagram page, liking the Sweepstakes post, and commenting on during each Sweepstakes prize period.

You may enter without participating in the submission above. If you are eligible, you may enter by hand printing on a piece of paper your full name, address, city, state, zip code telephone number and age, inserting the single entry into a standard size (#10) envelope and mailing to: Manatee Lagoon Giveaway Sweepstakes, c/o rbb Communications, 355 Alhambra Circle, Suite 800, Miami, FL 33134. All mail in entries received prior to the applicable drawing time set forth herein will be entered in to the relevant entry/drawing period

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Florida Power & Light Company, and not to Instagram. The information you provide will only be used in accordance with the Florida Power & Light Company privacy policies <https://www.nexteraenergy.com/privacy-policy.html>

3. SWEEPSTAKES PRIZES and APPROXIMATE RETAIL VALUE (“ARV”):

Odds are based on the total number of qualified entries received prior to each entry/drawing period. Only the following prizes (“Prize”) listed below will be awarded in this Sweepstakes:

Drawing #1: Sand Cloud XL beach towel & a Manatee Lagoon hat. ARV \$110

Drawing #2: RTIC 20 Can Soft Pack Cooler and a matching Yeti Colster. ARV \$100

Drawing #3: Manatee plush, manatee socks, and a children's book. ARV \$60

Drawing #4: Charcuterie board and a set of manatee etched glasses. ARV \$117

PRIZE LIMIT: One (1) prize per person or household over the Sweepstakes Period.

ARV's are subject to change based on, among other things, normal price fluctuations associated with the consumer marketplace. No substitution or transfer of prize or cash equivalent is permitted. The Sponsor reserves the right to substitute a prize of equal or greater value. Each winner is responsible for any applicable federal state or local taxes on any prize received. In order to claim a Prize additional releases and/or waivers of liability may be required by the Sponsor. If the Prize or the Prize notification is returned as undeliverable or any non-compliance with the Official Rules or failure to respond and execute and return the appropriate forms within the applicable time period, it will result in forfeiture of the Prize and an alternate winner will be randomly selected from all remaining eligible entries received.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning the Prize furnished in connection with this Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED AND AWARDED BY SPONSOR WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

4. WINNER'S LIST/RULES:

To receive the names of the Prize winners, send a self-addressed stamped envelope to: rbb Communications, 355 Alhambra Circle, Suite 800, Miami, FL 33134. Requests must be received by Feb. 10, 2024.

5. NOTIFICATION OF WINNERS:

The winners will be notified via Instagram Direct Message or by phone. Once chosen, each prize winner will be sent his or her prize via postal mail or express service, whichever is appropriate as determined by the Sponsor or Administrator. The Prize will be forfeited if the winner is in non-compliance with these Official Rules or if selected potential winner cannot be contacted, provides incorrect email or mailing address, is ineligible, fails to claim the Prize, or if the Prize notification or Prize is returned as undeliverable. In that event, an alternate winner will be randomly selected from all eligible entries remaining. Acceptance of the Prize by the winner constitutes permission by such person for Sponsor to use the winner's name, voice, likeness, and prize won along with his or her address (city and state) and the right to use and publish their entries, proper name, and any statements made or attributed to such winner (collectively, the “Attributes”) in any and all media, unless prohibited by law. This will include, but is not limited to, media now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising and promotional purposes in connection with this Sweepstakes without further consideration, compensation, and the winner hereby releases Sponsor from all and all claims arising out of the use of such Attributes whatsoever.

By entering this Sweepstakes, you authorize Sponsor, Administrator and each of their contractors to list your name and state on the Winners List, pending eligibility confirmation, should your entry be drawn. By entering this Sweepstakes, you agree to be bound by these Official Rules.

6. GENERAL CONDITIONS:

You agree (i) to be bound by all applicable U.S. laws and regulations, as well as these Official Rules and the decision of FPL and Administrator, which are final and legally binding on all matters relating to the Event, (ii) to waive any right to claim ambiguity in these Official Rules, and (iii) to release, indemnify and hold harmless FPL, Administrator, rbb Communications, and each of their respective affiliates, subsidiaries, agents, representatives, promotion and advertising agencies, including the Administrator, and their respective employees, officers, directors, shareholders and agents (collectively, "**Releasees**") from and against any injuries, losses, damages, claims, actions any liability of any kind resulting from or arising from participation in this Event. Releasees are not responsible for printing or typographical errors in any Event-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate submissions, or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error, including any injury or damage to you or any other person's computer relating to or resulting from participation in this Event or downloading any materials in this Event, or inability to access any web site associated with this Event, or process any transaction thereon. If in FPL's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Event, 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 this Event, the Administrator or Sponsor reserves the right at their sole discretion to disqualify any individual Administrator or Sponsor believes has tampered with the experience process and/or void any submissions Administrator or Sponsor believes to have been submitted fraudulently, to modify or suspend this Event, or to terminate this Event and conduct a review to award the contribution using all non-suspect submissions received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or this Event at any time without notice unless otherwise prohibited by applicable law. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE EVENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; FPL RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Any attempts by an individual to access any web site associated with this Event via a bot script, Artificial Intelligence, or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs such as by script, macro or any other automated means is prohibited and submissions so generated are void. This Event is conducted in English (which will be given its everyday ordinary meaning). By entering this Event, you hereby agree that (a) any and all disputes shall be resolved in the appropriate state and federal courts in the State of Florida located in West Palm Beach, Florida, exclusively, and subject to the laws of the State of Florida (and should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida), (b) you irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personal jurisdiction, and (c) IN ANY LITIGATION ARISING FROM OR RELATED TO THIS EVENT, YOU HERETO AND HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION

BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THIS EVENT. You may not assign, transfer or otherwise delegate any obligation you have under these Official Rules without FPL's prior written approval, which such approval may be withheld by FPL in its sole discretion. The failure of FPL to enforce, insist upon, or comply with any of the terms, conditions or covenants of these Official Rules or the Event, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Official Rules, that you have been advised with regard to the subject matter hereof by you legal counsel selected by you if you so choose to seek such counsel, and that these Official Rules and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. Should any provision, portion or application thereof, of these Official Rules be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable laws, an equitable adjustment to the affected provisions of these Official Rules with a view toward effecting the purpose of these Official Rules and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

Sweepstakes sponsored solely by:

Florida Power & Light Company
700 Universe Blvd
Juno Beach, FL 33408

Sweepstakes administration by:

rbb Communications, 355 Alhambra Circle, Suite 800, Miami, FL 33134

©2023 by Florida Power & Light Company. All rights reserved.

The use of any prize manufacturer, brand, name, or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize and is not intended to suggest any affiliation or sponsorship.