



## Manatee Lagoon's Virtual ManateeFest Trivia Games

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.**

These Official Rules apply to **Manatee Lagoon's Virtual ManateeFest Trivia Games** (the "**Contest**") being sponsored and administered by Florida Power & Light Company, a Florida corporation ("**FPL**" or "**Sponsor**"). This Contest begins Monday, February 1, 2021 at 8:00 a.m. Eastern Time ("**ET**") and ends Friday, February 5, 2021 at 8:00 p.m. ET (the "**Contest Period**"). The Contest will award five prizes each day of the contest to the first five contest participants with the highest scores each day (each a "**Prize**") upon completion of the Contest Period. **CONTEST IS VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER.**

#### **1. ELIGIBILITY:**

**NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS REQUIRED BY YOU TO ENTER, WIN, REGISTER IN THE CONTEST, OR PARTICIPATE IN THE CONTEST. THE CONTEST IS OPEN TO THE GENERAL PUBLIC. PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER TO FILL OUT THE TRIVIA GAME ONLINE AND BE ELIGIBLE FOR A PRIZE. PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE A PARENT OR LEGAL GUARDIAN COMPLETE THE TRIVIA GAME ON THEIR BEHALF.** The Contest is only open to those who are 18 years of age or older at the time of entry, a legal resident of the United States (excluding Puerto Rico, Guam and the U.S. Virgin Islands), and who participates in the online Contest ("**you**" or "**your**" or "**entrant**"). Participants under the age of 18 must have a parent or legal guardian complete the trivia game on their behalf. Employees of FPL, and Manatee Lagoon, and each of their respective subsidiaries, affiliates, Prize (as defined below) suppliers, and advertising, public relations, and promotion agencies, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households of such employees are ineligible to receive any Prize.

#### **2. TO ENTER:**

To enter, Eligible participants must visit [www.visitmanateelagoon.com/manateefest](http://www.visitmanateelagoon.com/manateefest) and click on the "Manatee Lagoon Trivia Game" link that will direct you to the online quiz. There will be a new quiz featured each day of the Contest Period (a "**Daily Quiz**"). Each Daily Quiz will open at 8 a.m. E.T. and close at 8 p.m. E.T. Eligible participants that agree to the Official Rules, fill out their name and contact information to be contacted if selected as a winner, and answer all ten (10) questions, will be automatically entered in the daily trivia contest. Once you submit your entry, your score will be revealed and counted.

#### **How is your score calculated?**

Leaderboard rank will be determined by high score, with time of completion serving as tie-breaker. If more than one eligible participants achieve the same high score during a Daily Quiz, those participants will be ranked based on the time in which they complete the Daily Quiz (the earlier in the day, the higher the rank). A total of five winners will be chosen each day based on the first people to score the highest scores each day. Winners will be contacted directly to coordinate shipment of Prizes.

**LIMIT:** You may only play once per day, and you may only win one (1) Prize throughout the Contest Period per household.

No responsibility is assumed by Sponsor for lost, late, misdirected, illegible, incomplete, stolen, garbled or mutilated entries or for any computer, online, telephone or technical malfunctions that may occur.

***Entry Notes: No name or email address, as determined by the Sponsor at its sole discretion, may be obscene. Any attempted form of entry other than as described herein is void. Sponsor will determine, at its sole discretion, what constitutes a valid entry and reserves the right to reject any Entry that it deems, in its sole discretion, to violate any of Sponsor's policies, standards, or practices.***

Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial sweepstakes/contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Tampering with the Entry process or the operation of the Contest is prohibited and any Entries deemed by Sponsor, at its sole discretion, to have been submitted in this manner will be void.

Sponsor reserves the right to cancel or modify the Contest if fraud or technical failures impair the integrity of the Contest as determined by the Sponsor, in its sole discretion, and to award the Prizes based on eligible entries received prior to the cancellation.

*If you opt to access the Contest via your wireless mobile device, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Contest. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.*

**Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with their privacy policies. Please review Sponsor's privacy policy at [http://www.nexteraenergy.com/privacy\\_policy.shtml](http://www.nexteraenergy.com/privacy_policy.shtml). By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

All entries become the property of FPL and will not be acknowledged or returned. In the event of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern.

Sponsor is not responsible for problems downloading or uploading any Contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest.

### 3. CONTEST PERIOD:

The Contest Period will run from Monday, February 1, 2021 at 8 a.m. E.T. through Friday, February 5, 2021 at 8 p.m. ET.

### 4. PRIZE: Only the Prizes listed below will be awarded in this Contest.

At the end of the contest period, the entries with the five highest scores submitted the earliest each day (5 winners per day; 25 winners total for the week) will receive the following Prizes:

#### **Monday, Feb. 1, 2021 Prizes:**

All five winners (first place through fifth place) will receive one (1) 17" manatee plushie valued at \$12.99.

#### **Tuesday, Feb. 2, 2021 Prizes:**

All five winners (first place through fifth place) will receive one (1) ManateeFest shirt valued at \$24.99.

#### **Wednesday, Feb. 3, 2021 Prizes:**

All five winners (first place through fifth place) will receive one (1) Manatee Lagoon tote bag valued at \$37.99.

#### **Thursday, Feb. 4, 2021 Prizes:**

All five winners (first place through fifth place) will receive two (2) 24 oz. Tervis Tumbler valued at \$39.98 (\$19.99 each).

#### **Friday, Feb. 5, 2021 Prize:**

First place winner will receive one (1) desk corn hold set valued at \$49.99.

Second place winner will receive one (1) desk corn hold set valued at \$49.99.

Third place winner will receive two (2) ManateeFest shirts valued at \$49.98 (\$24.99 each).

Fourth place winner will receive a Manatee Lagoon throw (50x60) valued at \$65.00.

Fifth place winner will receive a Manatee Lagoon throw (50x60) valued at \$65.00.

Any and all warranties on any Prize (if any) are subject to the respective Prize supplier's terms and conditions, and winner agrees to look solely to such Prize suppliers for any such warranty. Each Prize is non-transferable. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable. All ARV's are subject to change based on, among other things, normal price fluctuations associated with the marketplace.

**DISCLAIMER:** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" 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.

Each Prize winner is responsible for any and all applicable federal, state, and local taxes, and any other unspecified expenses associated with acceptance or use of the Prize.

If any Prize or Prize notification is returned as undeliverable or any non-compliance with the Official Rules, it will result in forfeiture of the respective Prize and will be awarded to the next highest quiz score in the relevant daily contest during the Contest Period.

A Prize will be awarded to a Prize winner only if the Prize winner fully complies with these Official Rules.

## **5. WINNERS LIST:**

To receive the names of the Prize winners, send a self-addressed stamped envelope to: "Virtual ManateeFest Trivia Game" to Manatee Lagoon, 100 Broadway Avenue, Riviera Beach, FL 33404. Requests must be received by April 1, 2021.

## **6. NOTIFICATION OF WINNERS:**

Prize winners will be sent his or her Prize via email, postal mail or express service, whichever is appropriate, as determined by the Sponsor. 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 selected in the relevant Entry Period.

By entering this Contest, you agree to be bound by these Official Rules.

## **7. GENERAL CONDITIONS:**

ALL TAXES, FEES AND SURCHARGES ON ANY PRIZE WON ARE THE SOLE RESPONSIBILITY OF THE WINNER. 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, which are final and legally binding on all matters relating to the Contest, (ii) to waive any right to claim ambiguity in these Official Rules, and (iii) to release, indemnify and hold harmless FPL, Manatee Lagoon, and each of their respective affiliates, subsidiaries, agents, representatives, promotion and advertising agencies, and their respective employees, officers, directors, shareholders and agents (collectively, "**Releasees**") from and against any injuries, losses, damages, claims, actions, and liability of any kind resulting from or arising from participation in this Contest or acceptance, possession, use, misuse or nonuse of any Prize that may be awarded. Releasees are not responsible for printing or typographical errors in any Contest-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate entries; 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 other reason, including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error; or any injury or damage to you or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest or any inability to access any web site associated with this Contest, 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 Contest, or if any 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 Contest, the Sponsor reserves the right at its sole discretion to disqualify any individual Sponsor believes has tampered with the entry process and/or void any entries Sponsor believes to have been submitted fraudulently, to modify or suspend this Contest, or to terminate this Contest and conduct a random drawing to award the Prizes using all non-suspect entries received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or this Contest 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 CONTEST 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 Contest via a

bot script 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 entries so generated are void. This Contest is conducted in English (which will be given its everyday ordinary meaning). By entering this Contest, 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 personal jurisdiction, and (c) IN ANY LITIGATION ARISING FROM OR RELATED TO THIS CONTEST, 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 CONTEST, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THIS CONTEST. You may not assign, transfer or otherwise delegate any obligation or right 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 Contest, 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 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.

**Contest sponsored and administered solely by:**

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

***©2021 by Florida Power & Light Company. All rights reserved.***

**The use of any Prize suppliers, 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 sponsorship of the Contest or affiliation with FPL.**