

SUNSEEKER RESORT FLORIDA GULF COAST

THE BEST OF SUMMER GIVEAWAY

Official Rules & Regulations

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

1. Eligibility: This Sunseeker Resort Best of Summer Giveaway in partnership with Punta Gorda Adventures (the "Promotion") is open to persons who are legal residents of the 50 United States and the District of Columbia (the "Territory"), are age twenty-one (21) years and older and located in the Territory at the time of entry, and who have an active email address. B10 Sun Parent. ("Sponsor") and its respective parents, subsidiaries and affiliated companies, sales representatives, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees and agents (collectively, "Promotion Parties"), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void where prohibited by law. By entering the Promotion, participants agree to abide by and be bound by these Official Rules and decisions of the Sponsor, which shall be final in all matters relating to the Promotion.

2. Agreement to Rules: By participating in the Promotion, the contestant ("You") agree to be fully unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Sponsor as final and binding as it relates to the content of this Promotion.

3. Promotion Period: Entries will be accepted beginning at **2:00 p.m. EDT on July 9, 2026** and ending at **11:59 p.m. EDT on July 21, 2026** (the "Promotion Period"). All eligible entries must be received by **11:59 p.m. EDT on July 21, 2026**.

4. How to Enter: Entries can be made online at <https://www.sunseekerresort.com/getaway-sweeps> ("Website"). Follow the on-screen directions, complete all required registration fields, and submit to enter (the "Entry"). Entrants must complete all required information and "click the box" to adhere to these Official Rules. The Entry must fulfill all Promotion requirements, as specified herein, to be eligible to win a prize ("Prize"). Entries that are incomplete or do not adhere to these Official Rules or specifications may be disqualified at the sole discretion of Sponsor.

5. Prizes and Approximate Retail Value ("ARV"):

- A two-night stay in a Sunsuite One-Bedroom (ARV: \$1,068)
- \$100 food & beverage credit to enjoy at any of Sunseeker Resort's signature restaurants (ARV: \$100)
- Waived Resort Fee and Valet Parking (ARV: \$162)
- Tiki Cruise Experience (ARV: \$126)

TOTAL ARV: \$1,456.

There will be one (1) total winner (collectively the “Winner”).

Prize must be accepted as awarded and must be used in its entirety by the expiration date listed on certificate or equal to 1 year from date issued. Actual/appraised value may differ at time of Prize award but will in all cases be less than \$5,000. The specifics of the Prize shall be solely determined by Sponsor. No cash or other Prize substitution shall be permitted except at Sponsor’s sole discretion. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such Prize (or portion thereof) with a prize of equal or greater value, but in all cases less than \$5,000. The Prize is nontransferable. Any and all Prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. For tax reporting purposes, the Prize Winner will be issued and required to complete one or more U.S. IRS forms for the fair market value of the Prize, and the Winner may be required to provide Sponsor with a valid social security number, tax identification number or other information before the Prize will be awarded. Arrangements for delivery of Prize(s) will be made after Winner validation. Prize(s) will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor’s discretion, unclaimed Prize(s) may not be awarded. Acceptance of Prize constitutes permission for Sponsor to use Winner’s name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible Entries received.

7. Winner Selection and Notification: One (1) winner will be selected in a random drawing from all eligible entries received after the Promotion closes on July 21, 2026. The selected winner will be notified via the email address provided at the time of entry within a reasonable period following the drawing. If the selected winner cannot be contacted, is found to be ineligible, fails to respond within two (2) days of the notification email, or fails to complete any required documentation, Sponsor reserves the right to select an alternate winner. Once the prize has been accepted, Sponsor may announce the winner on Sunseeker Resort Florida Gulf Coast's social media channels.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR’S SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE PROMOTION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Additional Conditions for Travel Prize Winners: Sponsor is not responsible for flight cancellations, weather conditions or accommodation requests or any other circumstance beyond its control, or for inability of Winner to travel in accordance with these Official Rules. Winner’s guest must be 18 years of age or older, unless the Winner is the parent/legal guardian of the guest. Winner and guest must be available to travel on the same itinerary. Dates of trip, location, travel arrangements and accommodations are at Sponsor's sole discretion, and are subject to availability and change. All other expenses not specifically mentioned herein, including, but not limited to, meals, gas, parking fees, insurance, tolls, beverages, activities, incidental hotel expenses, additional transportation, taxes and/or gratuities are the sole responsibility of the Winner. The Winner is responsible (at his/her expense) for ensuring that he/she has a valid required travel documentation.

9. Verification: In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be declared made by the person in whose name Entry was made. Sponsor reserves the right

to require proof of identity and/or eligibility (in a form acceptable to Sponsor – including, without limitation, government issued photo identification) for any reason Sponsor deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of Sponsor, within the timeline specified by Sponsor, may result in disqualification by Sponsor, in its sole discretion.

10. Disqualification: Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by Sponsor in its sole and absolute discretion) will be void and will not be entered into the Promotion. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the Entries and the responsible entrant(s). Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.

11. Limitations: Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, email delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software, email transmissions, or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of Prize Winners; (ix) by any human, or other error, which may occur in this Promotion; or (x) cheating or fraud by any participant. All incomplete or non-conforming Entries (as determined by Sponsor in its sole and absolute discretion) will be disqualified.

12. Releases: By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or Prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or Entry, in each case including the actual or alleged negligence of the Promotion Parties; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE

MAY NOT APPLY TO YOU.

13. Publicity: Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and Promotion Parties and their agencies and designees to use entrants' names, social media handles, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.

14. Rights Granted by You: By entering this Promotion (e.g., photo, video, text, etc.), You understand and agree that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, Your Entry, name, portrait, picture, voice, likeness, image, statements about the Promotion, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

15. Terms & Conditions: Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Promotion should virus, bug, non-authorized human intervention, fraud, or other cause beyond Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Promotion. In such case Sponsor may select the Winner from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor has the right, in its sole discretion, to maintain the integrity of the Promotion and to void Entries for any reason. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

16. Limitation of Liability: By entering, You agree to release and hold harmless Sponsor and the Promotion Parties, from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Your participation in the Promotion and/or Your acceptance, possession, use, or misuse of any Prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, email transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the Entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of Entries. You acknowledge that the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram.

17. Privacy: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://www.sunseekerresort.com/privacy-policy>. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives may store, share and use the personal information You submitted with Your Entry for the purpose of administering the Promotion and You agree to the collection, use and disclosure of Your personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.

18. COVID-19 Release. You understand that Sponsor has instituted all applicable policy and procedure changes to its day to day operation as recommended and mandated by applicable federal and state authorities and the Centers for Disease Control and Prevention. By entering into this Promotion and

accepting the Prize, You and anyone else booked on Your itinerary, voluntarily assume all risks of exposure to COVID-19 and are subject to the Release and Limitation of Liability set forth above.

19. Disputes: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, You agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Charlotte County, Florida. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Your actual out-of-pocket expenses (i.e. costs associated with entering this Promotion). You further waive all rights to have damages multiplied or increased.

20. Severability & Conflicts: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

21. Sponsor: The Sponsor of the Promotion is B10 Sunparent LLC, d.b.a Sunseeker Resort Florida Gulf Coast. The Sponsor administers the Promotion. Sponsor's address is 5500 Sunseeker Way, Charlotte Harbor, FL 33980. Entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Sponsor only by email at marketing@sunseekeresort.com.