

CARIBE ROYALE ICE CREAM SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

Void where prohibited by law and outside the United States. Subject to all federal, state, and local laws, regulations, and ordinances. The Caribe Royale Ice Cream Sweepstakes (the “**Sweepstakes**”) begins on January 15, 2025, at 12:00:00 p.m. Eastern Time (“ET”) and ends on January 16, 2025, at 11:59:00 p.m. ET (the “**Sweepstakes Period**”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR A CLASS ACTION AND JURY TRIAL WAIVER AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, META PLATFORMS, INC. (INCLUDING FACEBOOK AND INSTAGRAM), OR THEIR PARENT COMPANIES.

- 1. SPONSORS:** The Sponsors for this Sweepstakes are Caribe Royale Orlando, 8101 World Center Drive, Orlando, FL 32821, and Kelly’s Homemade Ice Cream, 3114 Corrine Drive, Orlando, Florida 32803 (together, the “Sponsor”).
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents of the 50 U.S. and D.C. who are 18 years of age (19 years of age in Alabama and Nebraska, 21 years of age in Mississippi) or older at the time of entry (each, an “Entrant”). The Grand Prize winner must be able to travel to Orlando, FL by January 31, 2026 at their own expense. Employees, officers, directors and agents of Sponsor, any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and/or their respective subsidiaries, affiliated companies and divisions (collectively, the “Sweepstakes Entities”), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winner. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.
- 3. HOW TO ENTER:** During the Sweepstakes Period, either (a.) visit one of the participating Kelly’s Homemade Ice Cream shops (listed below) during the normal business hours of the shop to find and scan the Sweepstakes-related QR code, or, (b.) visit <https://www.cariberoyale.com/kellys-sweet-escape>, to be redirected to the Sweepstakes-related entry page. Then, provide all required information including your full name, email address, telephone number and your home zip code and submit the entry form. Upon

completion and submission of the entry form, you will automatically be entered with one (1) entry into the Sweepstakes. The participating shops are located at the following addresses:

- 3114 Corrine Drive, Orlando, Florida 32803;
- 1817 South Ferncreek Ave, Orlando, Florida 32806;
- 119 N. Central Ave #1007, Oviedo, Florida 32765;
- 14387 Bridgewater Crossings Blvd., Windermere, FL 34786;
- 1404 Alden Road Orlando, Florida 32803;
- 1288 N Orange Avenue, Winter Park 32789; and,
- 120 Independence Ln. Suite B, Maitland, FL 32751.

Please note: Upon submission of your entry in this Sweepstakes, you agree that Sponsor may contact you via social media, including on Facebook, Instagram, or X, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. *If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.*

LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES IN EXCESS OF THE LIMIT MAY BE DISQUALIFIED. Automated and/or third-party entries are prohibited and will be disqualified. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that Entrant's entries, and that Entrant may be disqualified at Sponsor's discretion. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win.

- 4. SELECTION OF WINNER:** On or about January 17, 2025, Sponsor will select the name of the potential winner of the prize in a random drawing from among all eligible entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified on or about January 17, 2025, by the email address or telephone number provided at the time of entry.

Except where legally prohibited, the potential prize winner must sign and return, within seven (7) days of being notified, a Declaration of Eligibility, Liability & Publicity Release (“Winner Release”) in order to claim their prize. If a potential winner cannot be contacted via email, telephone, and/or registered mail after the first attempt to contact them, or if they fail to sign and return the Winner Release or any other documentation that Sponsor may require within the required time period (if applicable), if potential winner is unable or unavailable to claim a prize within any time period specified by Sponsor, if potential Grand Prize winner is unable to travel to Orlando, FL before January 31, 2026, or in the event that the potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if they fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award the prize.

Verification of Potential Winner: THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT’S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. **PRIZE:** One (1) prize winner will win: one Kelly’s Homemade Ice Cream 2025 Pint Club Membership, providing winner access to a year’s worth of artisanal, small-batch ice cream creations; and one (1) two-night staycation (one room, double occupancy) prize in a one-bedroom suite at the luxurious Caribe Royale Orlando for prize winner and one (1) guest. The prize includes the following:
- a. A delightful breakfast at Tropicale for winner and one (1) guest;
 - b. A relaxing poolside lunch at Calypso’s Pool Bar & Grille for winner and one (1) guest; and,
 - c. An immersive and interactive dinner at Stadium Club® with one (1) hour of play time at the state-of-the-art Sports Simulator Suite for winner and one (1) guest.

The approximate retail value (“ARV”) of the prize is \$1,500.00.

PRIZE RESTRICTIONS: Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including, but not limited to, travel and/or transportation to and from Orlando, FL, additional meals, and/or other expenses, are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at their discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award

the advertised number of prizes available. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of their control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the prize will not be delivered and no additional compensation will be provided.

ADDITIONAL GRAND PRIZE RESTRICTIONS: ARV of prize may vary depending on dates of resort stay and fare/rate fluctuations. Winner is not entitled to difference between value of prize as stated in these Official Rules and value on date of resort stay. Travel restrictions, conditions, and limitations may apply. Prize winner and his/her prize companion must be able to participate in prize-related resort stay and activities on dates to be determined by Sponsor. Exact dates of resort stay to be determined at Sponsor's discretion. Resort stay and participation in all prize activities must be completed by January 31, 2026. Sponsor, or another agent acting on Sponsor's behalf, will decide and otherwise determine prize-related and resort stay details. Winner and travel companion must participate in all prize-related resort stay and activities together. Dates of resort stay is subject to availability and blackout dates at Sponsor's discretion. Winner and prize companion are responsible for obtaining all travel documents as necessary. Resort arrangements must be made through Sponsor's agent. If required, winner must be available to participate in the resort stay and prize activities on dates specified by Sponsor or risk forfeiting prize. Certain resort and prize restrictions may apply. Winner's prize companion must be at time of prize fulfillment the age of majority in the jurisdiction in which s/he resides (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian, and must complete and return a liability/publicity release and any other documentation required by Sponsor prior to prize award. If prize companion is a minor in his/her state of residence, minor's parent/legal guardian must complete and return all releases on behalf of minor. If winner elects to participate in the prize with fewer than one (1) prize companion, no additional compensation will be awarded. If winner elects to participate in the prize with more than one (1) prize companion, such additional persons shall be responsible for any and all costs associated with such participation. Winner and prize companion are also responsible for obtaining travel insurance (and all other forms of insurance) at their option, and hereby acknowledge that Sponsor has not obtained and will not obtain or provide travel insurance or any other form of insurance.

No refund or compensation will be made in the event of the cancellation or delay of any prize related activity except at Sponsor's discretion. Prize is subject to the terms and conditions set forth in this Sweepstakes and those set forth by Sponsor.

Winner and travel companion must comply with all resort check-in requirements, including, but not limited to, the presentation of a payment card. Resort accommodations and prize-related activities must be taken together and cannot be taken separately. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS OR SUBSTITUTIONS OR ANY ACT OR OMISSIONS WHATSOEVER OUTSIDE OF THEIR CONTROL OR BY ANY HOSPITALITY PROVIDERS, ENTERTAINMENT PROVIDERS OR SIMILAR THIRD PARTIES, OR ANY OTHER THIRD PARTIES OR PERSONS PROVIDING ANY OF THESE SERVICES TO WINNER, INCLUDING ANY RESULTS (INCLUDING BUT NOT LIMITED TO COSTS OR INJURIES) THEREOF, SUCH AS CHANGES IN SERVICES OR ACCOMMODATIONS NECESSITATED BY SAME.

In the event winner and/or prize companion engages in behavior during prize activities that (as determined by Sponsor) is obnoxious or threatening or illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks or logos, Sponsor reserves the right to terminate the prize early and send winner and/or prize companion home with no further obligations or compensation whatsoever to winner and/or prize companion (which may, in Sponsor's discretion, result in such winner's disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s)). In the event winner or prize companion engages in behavior during prize activities that (as determined by Sponsor) is illegal, tortious, or subjects winner or prize companion to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or prize companion as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY PRIZE ACTIVITY RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR PRIZE COMPANION'S ACCEPTANCE OR USE OF THE PRIZE.

6. **GENERAL CONDITIONS:** Sweepstakes participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and/or all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error that may occur in the administration of the

Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate the Sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

- 7. LIMITATION OF LIABILITY AND RELEASES:** BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SWEEPSTAKES ENTITIES, META PLATFORMS (INCLUDING FACEBOOK AND INSTAGRAM), AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, WIDESPREAD ILLNESS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

- 8. PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S PERMISSION AND GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND ITS DESIGNEES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE), PRIZE INFORMATION, QUOTES ATTRIBUTABLE TO WINNER, AND ANY OTHER ELEMENTS OF ENTRANT'S PERSONA FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION, INCLUDING IN A LIST TO BE USED BY SPONSOR AND ITS DESIGNEES AND ITS PARTNERS TO RE-TARGET ENTRANTS VIA EMAIL OR ANY SPONSOR APP, UNLESS PROHIBITED BY LAW.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES AND ALL PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 9. DISPUTES.** This Sweepstakes is governed by the laws of the United States. Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court located in Florida or the appropriate State Court located in Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes not to exceed fifty U.S. dollars (US\$50.00), but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

10. SEVERABILITY: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

11. PRIVACY: Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.cariberoyale.com/privacy-policy>.

12. OFFICIAL RULES AND WINNER LIST: For a copy of the Official Rules, visit <https://www.cariberoyale.com/kellys-sweet-escape> within 60 days of the end of the Sweepstakes Period. For the name of the winner available after winner has been confirmed, send a self-addressed, stamped envelope for receipt by no later than 6 months after the end of the Sweepstakes Period to: Caribe Royale Orlando, Attn: Marketing, 8101 World Center Drive, Orlando, FL 32821. Vermont residents may exclude return postage on requests for Official Rules.

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