All Aboard with Thomas & Friends™ Sweepstakes

1. **Introduction**: The New York Botanical Garden ("Sponsor") is hosting an Enter to Win drawing for All Aboard with Thomas & Friends ™ (January 1, 2014– January 26, 2014). The grand prize is an all-inclusive family vacation with Thomas the Tank Engine (*airfare not included). HIT Entertainment and All Inclusive Collection are solely fulfillment participants. There will be one drawing: February 1, 2014. **NO PURCHASE IS NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

2. **Eligibility**: Each entrant must be a legal a resident of the fifty (50) United States or the District of Columbia, and must be 18 years of age or older as of November 15, 2013. Employees of Sponsor, HIT Entertainment and All Inclusive Collection, their respective parents, subsidiaries, affiliates, advertising and promotion agencies and their family/household members (defined as parents, spouse, children, siblings, grandparents) are not eligible to enter. Void outside the fifty United States and the District of Columbia, and where prohibited by law. All federal, state and/or local rules and regulations apply.

3. **Start/End Dates**: Sweepstakes begins at 12:00:01 a.m. E.T. on Wednesday, January 1, 2014 and ends at 11:59:59 p.m. E.T. on Sunday January 26, 2014.

4. **How to Enter**: Visit NYBG and fill in required entry information. Limit one entry per person, per email address. More than one entry from any person or e-mail address will void all entries from that person or e-mail address. Entrants must have a valid email address. NYBG may also ask optional questions. Completion of these questions is not required to enter the Sweepstakes. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human, or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

5. **Drawing**: Winner(s) will be selected in a random drawing by Sponsor from all eligible entries received during the run of contest. Winners will be notified on or about February 5, 2014. All decisions by Sponsor in connection with the contest shall be final. Winners will be notified by e-mail or phone number within a week of the relevant drawing. Each entrant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. Prize letter will be mailed to winner once address is verified.

6. **Prizes**: Grand Prize – One (1) Grand Prize will be awarded. One Grand Prize winner will receive an all inclusive 5 night/ 6 day stay for a family of 4 at Hard Rock Hotel Cancun, Hard Rock Hotel Punta Cana or Hard Rock Hotel Riviera Maya with $1,500 Resort Credit.
   Available for Travel: 1.27.14 - 1.27.15. No airfare is offered on behalf of the All Inclusive Collection (approximate retail value: $1500). No cash substitutions for prizes will be permitted. Prizes are non-refundable and non-transferable. Odds of winning depend upon the number of eligible entries received by Sponsor. Sponsor reserves the right to substitute prizes of equal or greater value. Limit one prize per household or address. Each respective winner is responsible for all applicable taxes (federal, state

and/or local) and all expenses related to acceptance and use of prize. Total approximate retail value for all prizes is $1,500.

7. **Affidavit of Eligibility/Release**: Each winner will be required to execute an Affidavit of Eligibility, a Liability Release and where lawful, a Publicity Release within fourteen [14] days of prize notification. If a winner cannot be contacted within three calendar days of first notification attempt, if a prize or prize notification is returned as undeliverable, if a winner rejects his/her prize, or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

8. **Conditions**: Entry constitutes permission to publish winner's name and city and state of residence for purposes of trade, publicity or promotion for no additional compensation except where prohibited by law. By participating, each entrant agrees to release and hold harmless Sponsor, HIT Entertainment, and All Inclusive Collection, and their respective parent companies, subsidiaries, affiliates, advertising and promotions agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any and all liability for loss, harm, damage, injury, cost or, expense whatsoever, including without limitation property damage, personal injury, and/or death which may occur in connection with travel to, or participation in these Sweepstakes, or possession, acceptance, and/or use or misuse of any prize and for any claims based on publicity rights, defamation, or invasion of privacy. Sponsor is not responsible if Sweepstakes cannot take place or if prizes cannot be awarded due to circumstances beyond Sponsor's control.

9. **Miscellaneous**: All entries become the sole property of Sponsor and none will be returned. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. Sponsor shall have no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or alteration of entries. The Sponsor is not responsible for any damage to entrant's or any other person's computer related to participation in the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

10. **Use of Data:** Sponsor will be collecting personal data about entrants in accordance with its privacy policy. Please review the Sponsor's privacy policy at **http://www.nybg.org/about/privacy.php.** By participating in the Sweepstakes, each entrant hereby agrees to Sponsor's collection and usage of his or her personal information and Sponsor's sharing of such personal information with HIT Entertainment and acknowledges that he or she has read and accepted Sponsor's privacy policy.

11. By entering the Sweepstakes, entrants accept and agree to these rules and the decision of the judges, which shall be final. Winners will be required to sign a Winner's Agreement and Release and return it by the date specified or prize will be forfeited in its entirety and another winner may be selected. Return of any prize or notification as undeliverable will result in disqualification and an alternate winner may be selected. By submitting an entry, a winner agrees to allow use of his or her name and/or photograph for advertising this or similar promotions (including posting first name last initial on the web) without compensation, unless prohibited.