

The “Summer Of Discovery” Sweepstakes

OFFICIAL RULES AND REGULATIONS (the “Promotion or Sweepstakes Rules”)

The “Summer Of Discovery” sweepstakes (the “Promotion or Sweepstakes”) is organized by The Saint Lucia Tourism Authority. «SLTA» (the “Organizer”). The Sweepstakes begins on Friday, May 1st, 2018 at 9:00 a.m., AST (the “Sweepstakes Opening Date”), and ends on Sunday, September 30th, 2018 at 11:59 p.m., AST (the “Sweepstakes Closing Date”).

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The Sweepstakes (the “Promotion” or “Sweepstakes”) is open worldwide (Excluding Saint Lucia) for individuals who are at least eighteen (18) years of age at the time of entry (the “Entrants”). (The “Promotion” or “Sweepstakes”) is not open to employees, agents, mandataries and representatives of the Organizer, its subsidiaries, affiliates, affiliated companies, advertising or promotion agencies, the suppliers of material, prizes and services related to this Sweepstakes, and any other stakeholder directly related to the holding of the Sweepstakes, as well as the members of their immediate family (father, mother, brothers, sisters, children and legal or de facto spouse) and anyone with whom these employees, representatives and agents reside.

Void where prohibited.

2. HOW IT WORKS – PROMOTIONAL RULES

HOW TO PARTICIPATE

To enter the Sweepstakes, the entrant (the “Entrant”) must:

- Follow **@travelsaintlucia** on Instagram & Facebook
- Visit a minimum of 5 pre-defined locations and capture a selfie at that location.
 - Take one selfie at your hotel
 - Visit a minimum of 4 iconic locations on the island.
 - Choose from 25 locations.
- Post your photos with the hashtags #saintlucia,

#summerofdiscovery and the hashtag for each location (sign with location-specific hashtags found on premise)

- Tag @travelsaintlucia in the photo
- That's it! Winners will be notified via DM on October 8th 2018!
- Promotion runs May 1st–Sept 30th 2018
- For every location based selfie posted beyond the minimum 5 – the user will get an extra entry in the sweepstakes.
 - For example, user visits 15 locations , they will get 11 entries in the sweepstakes

HOW IT WORKS – USER EXPERIENCE

- Photo contest entries automatically get added to a gallery that shows photo captions and entrants.
- Collect photos using hashtags.
- Require email address or Facebook login for entries.
- Enable Facebook Share
- Auto-approve entries, or moderate submissions before they appear in your Instagram/Facebook gallery.
- Limit the number of entries from each entrant.

3. GENERAL CONDITIONS

- By entering the Sweepstakes, the Entrant acknowledges having read and understood these Rules and agrees to be bound by them and to comply with them. The Entrant declares that the Rules are understandable and reasonably available for consultation.
- The Organizer reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel,

terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prize using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Organizer reserves the right, at its sole discretion, to disqualify any individual deemed to be: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Organizer's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

- The Organizer reserves the right to disqualify an entrant or cancel his/her entry if he/she enters or attempts to enter the Sweepstakes in a manner that does not comply with these Rules and this person may be turned over to the appropriate judicial authorities. Any decision taken by the Organizer regarding this aspect of the Promotion is final and without appeal.
- By accepting the Prize, the selected Entrant agree, without receiving any additional compensation, to the use of their name, address, city, province, voice, comments, photographs and/or other likeness for advertising and promotional purposes by the Organizer.
- Any entries that are incomplete, received after the Promotion Closing Date, lost, irregular in any way or sent by an unauthorized method shall be deemed null and void and will not be accepted for the draw.
- The Organizer will not be held liable and assumes no responsibility for any error, omission, technical malfunction, loss or fault relating to operation or transmission, failure of communication lines, loss or destruction or prohibited access to or modification of the entries. The Organizer is not responsible in any way for erroneous or inaccurate information, whether caused by website users or by the equipment and/or programs associated with or used by the Sweepstakes or by a technical or human error that may have occurred in conducting the Sweepstakes, including in the processing of entry forms. The Organizer is not responsible for any injuries or damages that may result from the holding of the Sweepstakes. All forms become the property of the Organizer and will not be returned to the Entrants. The Organizer reserves the right to destroy all the documents pertaining to the Sweepstakes once the retention period as required

by law has expired.

- The Organizer reserves the right, at its sole discretion, to cancel, modify or postpone the Sweepstake at any time, without prior notice, if any factor prevents the holding of the Sweepstake pursuant to these Rules or in accordance with any law, regulation, by-law or policy of any entity having jurisdiction over the Organizer.
- As a condition of participating in this Promotion, entrant agrees that any and all disputes which 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 having competent jurisdiction, which Court shall apply the laws of United Kingdom without regards for doctrines of Conflict of Law. Further, in any such dispute, under no circumstances will entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, nor consequential damages, or any other damages, including attorney's fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.
- The Promotion is subject to all applicable laws, federal, provincial and municipal laws, regulations and by-laws in the various countries where the Sweepstakes is valid.

4. DRAWING AND NOTIFICATION

- The potential Grand Prize Winner will be selected in a random drawing from among all eligible entries received by the Administrator whose decisions are final and binding. The Grand Prize drawing will be conducted on October 8th, 2018. Odds of winning will depend on the total number of eligible entries received throughout the Promotion Period. The Grand Prize Winner will be contacted by via DM on October 8th 2018!

5. PRIZE

- Only one (1) prize (the "Prize") shall be awarded.

- One (1) Grand Prize Winner will receive the Prize and be selected from all valid entries received before Sweepstakes Closing Date.

The Prize includes:

Consumers enter to win \$10,000 when they visit and discover Saint Lucia this summer! Visitors can visit and engage with 25 iconic locations chosen by the Saint Lucia Tourism Authority to showcase the island's attributes in the areas of Romance, Health & Wellness, adventure; Dive, Culinary, and Family.

6. CONDITIONS ATTACHED TO THE PRIZE

PERSONAL INFORMATION

- From time to time, the Organizer, with the Entrant's consent, may use the personal information provided for the purpose of:
 - Communicating with the Winner so he/she can take possession of the Prize;
 - Communicating with the Winner directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and
 - Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.

8. PRIZE CLAIM

- By accepting the Grand Prize, the Grand Prize Winner agrees to release and hold harmless the Promotion Entities, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of the prize in question. For United Kingdom residents, this Release does not apply to claims for personal injury or death caused by the negligence of Sponsor or Administrator.
- The potential Grand Prize Winner will be notified via Facebook or Instagram DM, email and phone and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability &

Publicity Release (if U.S. resident) or a Declaration of Compliance (if Canadian resident) a Confirmation of Eligibility Form, and Liability/Publicity Release (if United Kingdom resident) in order to claim his/her prize. Note: *The Affidavit sent to a US potential winner will require that the winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.* The Grand Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the prize. The Grand Prize Winner must note that the value of the accepted prize is taxable based on laws of resident country. The Winner is solely responsible for all matters relating to the prize after it is awarded.

- If a prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if potential Winner cannot be reached within seven (7) business days from the first notification attempt, or if potential Winner fails to return requisite document(s) within the specified time period, or if potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Organizer's sole discretion, an alternate winner may be selected.
- If winner is unable to redeem the prize within the time period required, the prize will be forfeited.

United States Affidavit of Eligibility Liability, Indemnity and Publicity Release

Date: This _____ day of _____, 2018

Name:

Street Address: _____ -

City/State/Zip code: _____ -

Date of Birth: _____

Social Security Number (for tax reporting purposes):

Email Address: _____

Phone Number: _____

I, _____ being duly sworn, depose and say:

1. I submit the Affidavit to **Saint Lucia Tourism Authority** (the "Organizer") with the full understanding that this Affidavit signed by me, as well as the signed Travel Companion Waiver, must be completed, signed, notarized and returned to: ***(the means by which the affidavit has to be sent, the location and to whom it should be addressed)*** within seven (7) days of the date of notice from the Organizer to my being entitled to receive the Prize in the Promotion. I hereby acknowledge and agree that in the event that I fail to return this Affidavit within the foregoing time period, I forfeit any and all of my right to receive or collect the Prize and I acknowledge and agree that Organizer may in its sole discretion select another winner.
2. It is my further understanding that the information set forth in this Affidavit will be relied upon by Organizer.

3. I hereby state that I have complied fully with all of the Official Rules of the Promotion, I meet the eligibility requirements specified in the Official Rules, I agree to comply with all of the requirements of the Promotion as interpreted by the Organizer, and I am fully qualified to be awarded the Prize.

4. I understand that the Organizer or its agents may be required to advise the United States Internal Revenue Service of the value of the prize awarded to me in the form of a Form 1099, and, in connection therewith, **I have attached to this Affidavit a completed Form W-9 concerning the Prize. I understand that payment of taxes is the sole responsibility of the Winner.**

5. I agree to and hereby release, discharge, indemnify and hold harmless, on behalf of myself, my assigns, personal representatives and heirs, the Organizer and its respective parent companies, subsidiaries, affiliates, production partners, advertising agencies, promotional suppliers, participating vendors or any other company involved in the design, production, execution or fulfillment of this Promotion (collectively the "Released Entities") from and against any and all liability, claims, damages, demands, causes of action, costs and expenses (including, without limitation, reasonable counsel fees) I may have now and/or in the future, no matter how caused, arising from or in connection with the Promotion, travel to, preparation for and/or participation in the Promotion, including, without limitation, liability for personal injury, allergic or other negative reaction, damage or loss associated with the Prize to be awarded, the acceptance, use or misuse of the Prize, any acts or omissions in connection with the Prize or any breach or alleged breach by me of any affirmation, undertaking or obligation set forth in this Affidavit. I further agree that in the event I bring a claim or lawsuit in violation of this Affidavit, I will be liable for any attorneys' fees and costs incurred by the Released Entities in connection therewith.

6. In addition, I agree to and hereby release on behalf of myself, my assigns, personal representatives and heirs, the Released Entities from and against all liability with respect to or in any way arising from by tax liabilities and/or use of my name, likeness, voice, or any material I submit for participation in the Promotion, including, but not limited to, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action, or otherwise in connection with or related to the Promotion.

7. I understand that neither Organizer nor any Promotion Entity will obtain any insurance on my behalf, including liability, travel or other insurance, and that I am fully responsible for obtaining my own insurance should I desire it.

8. I accept the Prize at my own risk and take sole and absolute responsibility for any injuries, allergies or negative reactions incurred in connection with my participation in the Promotion or my use of the Prize, including, without limitation, the risk of personal injury and/or death, and **WILL NOT HOLD ORGANIZER OR ANY OTHER RELEASED ENTITY RESPONSIBLE THEREFOR.**

9. I understand the Organizer's sole responsibility is to make the Prize available, and nothing further.

10. I hereby irrevocably grant to the Organizer and Promotion Entities, the absolute, unrestricted, transferable, irrevocable, perpetual, worldwide right to use and/or license my name, picture, likeness, voice, biography, statement or material ("Content") without further compensation, consideration or notice to me or any third party, and to reproduce, copy, modify, create derivative works from, display, transmit, broadcast, via all media now know or hereafter devised, the Content, either alone or in conjunction with any other material, in any form, format or embodiment, in connection with advertising, promotion, publicity, trade and/or sweepstakes and/or contest promotions, activities or materials.

11. The Promotion and this Affidavit will be interpreted and construed in accordance with the laws of the United States of America without giving effect to its conflicts of law principles.

I understand that this Affidavit is intended to be as broad and inclusive as permitted by law and I agree that if any portion of this Affidavit is invalid, the remainder will continue in full force and effect. Furthermore, I understand this Affidavit and swear that it is true.

Signed: _____

(Winner)

Dated: _____

Sworn before me this ____ day of _____, 2018

Signature:

NOTARY PUBLIC

**CANADA DECLARATION OF COMPLIANCE
AND COMPLETE RELEASE AND WAIVER OF CLAIM**

Saint Lucia Tourism Authority (“Organizer”)

#SummerOfDiscovery (The “Sweepstakes or Promotion”)

Please print name of Entrant)

SELECTED ENTRANT

INSTRUCTIONS: Read the entire document and complete the information. Sign the document where required in the presence of a signed copy to the following address:

Selected Entrant's personal information

Name: _____

Address: _____

Telephone: _____

Age: _____

PRIZE:

Consumers enter to win \$10,000 when they visit and discover Saint Lucia this summer! Visitors can visit and engage with 25 iconic locations chosen by the Saint Lucia Tourism Authority to showcase the island's attributes in the areas of Romance, Health & Wellness, adventure; Dive, Culinary, and Family.

I, the Selected Entrant identified above, am the selected entrant for the Prize in the Promotion. I understand that I have been offered the above-mentioned prize if I complete this Declaration and Complete Release and Waiver of Claim and otherwise comply with the Official Rules (defined below), and that at that point I will be the Sweepstakes winner (the "Winner").

I, in consideration of being selected as the Selected Entrant, hereby confirm and agree as follows that:

1. I have received, read, understood, complied with and will comply with the rules and regulations related to the Sweepstakes (the "Official Rules") and have answered the skill-testing question above in the manner prescribed.
2. My participation in the Promotion is subject to the Official Rules.

Check the box below:

- I am of the age of majority in my province of residence
- Neither I nor any member of my immediate family is an employee of Saint Lucia Tourism Authority;

3. I agree to the use by the Organizer of my picture, name and city of residence, without further compensation, in printed and broadcast advertising showing my participation in the Sweepstakes and enjoyment of the Prize.
4. I release, indemnify and forever discharge Organizer and their affiliates, officers, directors, employees, agents, representatives, contractors, sub-contractors, consultants, advertising and promotional agencies, and their respective officers, directors, shareholders and employees, and the independent judging panel (hereinafter collectively referred to as the "Releasees") from, and waive as against the Releasees, all recourses, losses or damages including any consequential losses or damages, actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever including, without limitation, any claim based on the loss of ability to earn income, claims for injury, death, illness, delay or cancellation arising out of the Prize (hereinafter collectively referred to as "Claims"), which I now have or hereafter can, shall or may have for or by reason of or in any way arising out of this Sweepstakes including, without limitation, any Claims arising out of my subsequent use of the Prize, whether such Claims arise in contract, by reason of negligence, or by reason of breach of duty raised by statute or in any other manner whatsoever.
5. The provisions of this Declaration and Complete Release and Waiver of Claim shall enure to the benefit of the respective heirs, executors, administrators, legal personal representatives, successors and assigns of the Releasees and shall be binding upon my heirs, executors, administrators, legal personal representatives, successors and assigns.
6. The provisions of this Declaration and Complete Release and Waiver of Claim shall be governed by and interpreted in accordance with the laws of the Province of Ontario and I irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
7. I agree to return immediately upon demand to Organizer any Prize or the value of such Prize, which has been awarded to me if any statement made by me in this Declaration and Complete Release and Waiver of Claim is false.
8. I have read the contents of this Declaration and Complete Release and Waiver of Claim, and I fully understand and agree to all of its provisions. I have had the opportunity to seek independent legal advice, and in the event I did not avail myself of that opportunity, I did so voluntarily and without any undue pressure and I agree that my failure to obtain independent legal advice may not be used as a

defence to the enforcement of this Declaration and Complete Release and Waiver of Claim.

NOTICE: By signing this document you give up certain legal rights. This document contains a complete release and waiver of claims - read completely before signing. You also understand and agree that by signing this document you are acknowledging full compliance with the Official Rules.

In witness whereof I have executed this Declaration and Complete Release and Waiver of Claim this _____ day of _____, 20____.

Participant

Witness

Signature

Witness Signature

Name (Please Print)

Witness Named (Please Print)

UNITED KINGDOM AFFIDAVIT OF ELIGIBILITY AND LIABILITY / PUBLICITY RELEASE

I, _____, represent that I am _____ years of age.

I reside at:

(Street Address) (City & State/Region/Province) (Country) (Postal Code)

Home Telephone Number: (_____) _____

Email: _____

I am submitting this affidavit and release with the understanding that it will be relied upon to determine my eligibility to receive a prize in the **#SummerOfDiscovery Sweepstakes** (the "Sweepstakes") sponsored by **Saint Lucia Tourism Authority** ("Sponsor").

1. I hereby represent to Sponsor, its parent company, subsidiaries, affiliates, agents, assigns, advertising and promotion agencies and any other entity or person connected with the Sweepstakes (collectively, the "Sweepstakes Entities") that I have complied with, and will continue to comply with, all of the rules and regulations of the Sweepstakes and that I have perpetuated no fraud or deception in entering the Sweepstakes or in claiming any prize that may be awarded to me. I understand that I will be disqualified from receiving any prize which may be awarded to me, or will return immediately upon demand by Sponsor any prize or the value of said prize which has been awarded to me, if any statement made by me in this affidavit is false.
2. I warrant and represent that I am a legal resident of United Kingdom, that I was at least eighteen (18) years of age and had reached the legal age of majority in United Kingdom, and that I met all terms and conditions of the Rules of the Sweepstakes.
3. I also represent that neither I nor any member of my immediate family, or anyone living in my household, or the household of an immediate family member, is an employee of the Sweepstakes Entities.
4. I understand that the Sweepstakes Entities will not be responsible for any costs I may incur in connection with the Sweepstakes or any prize I may be awarded. I further understand that I am responsible for any and all Federal, state, provincial, local or other tax liabilities in connection with the acceptance of this prize.
5. I understand and acknowledge that I am responsible for paying all taxes relating to my receipt of the prize, if any.
6. In consideration of my participation in the Sweepstakes, I hereby release and discharge the Sweepstakes Entities, Facebook, their respective employees, officers, directors and shareholders (collectively, the "Releasees") from any and all claims, demands, losses and liabilities of any nature whatsoever which I may now have or hereafter be entitled to assert, including, but not limited to, any death, personal injury, loss of enjoyment or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of my participation in the Sweepstakes or out of any prize awarded to me in connection with the Sweepstakes. I understand that the Releasees will not obtain insurance on my behalf, and I am fully responsible for obtaining my own insurance should I desire it.
7. I hereby agree that the Sponsor and its affiliates shall have the right to use in perpetuity my name, likeness, voice, statements, photograph, biographical and prize information, and the Entry Materials (defined below), without notice to me and without further compensation or obligation, in any and all media now or hereafter known throughout the world, in any manner whatsoever, to advertise and promote the Sponsor and its affiliates, their respective products and services, the Sweepstakes, and for any other purpose.
8. I agree that any and all information or materials submitted by me with my entry as well as any additional photos, videos and statements I may supply to the Sponsor and are now the sole property of the Sponsor and its affiliates and can be used, published, modified, adapted, and otherwise exploited by the Sponsor and its affiliates for the legal duration of protection of intellectual property rights in any manner whatsoever without further notice or compensation to me and without attribution to me, in any and all media now or hereafter known throughout the world. I agree that no materials need be submitted to me for any approval and that the Releasees shall be without liability to me for any editing or alteration or for any distortion,

illusionary or other effect resulting from the publication or other use of my photograph and/or likeness.

It is understood and agreed that this is a complete RELEASE and DISCHARGE of all claims and rights of the undersigned against the Releasees, and that no action will be taken by or on behalf of the undersigned with respect to any such rights, it being understood that this affidavit and release shall be binding upon the heirs, executors, and administrators of the undersigned.

Full Printed Name

Signature (must be witnessed) & Dated

Street Address
(P.O. Boxes not acceptable)

Date of Birth
(must be at least 18 and legal age of majority)

City, State/Region/Province, Country,
Postal Code

Home Phone Number

Business Phone Number

Email Address **(if available)**

Cell Phone Number

Witness Name

Witness Signature / Date Signed

- Be sure to complete BOTH sides before returning**
- Please provide a legible photocopy of your driver's license or government issued ID card**
- PLEASE ENSURE YOUR NAME IS CONSISTENT THROUGHOUT THE DOCUMENT.**