# The "My Saint Lucia" Sweepstakes

## Official RULES and REGULATIONS (the "Promotion or Sweepstakes Rules")

The "<u>Mv Saint Lucia</u>" sweepstakes (the "Promotion or Sweepstakes") is organized by The Saint Lucia Tourism Authority. «SLTA» (the "**Organizer**"). The Sweepstakes begins on Tuesday, June 19<sup>th</sup>, 2019 at 3:00 p.m., AST (the "**Sweepstakes Opening Date**"), and ends on Wednesday, July 31<sup>st</sup>, 2019 at 3:00 p.m., AST (the "**Sweepstakes Closing Date**").

# 1. <u>ELIGIBILITY</u>

The Sweepstakes (the "Promotion" or "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia), United Kingdom (excluding Ireland) and Canada (excluding Quebec Province, where it is void), 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 in Puerto Rico, Quebec, Ireland, outside the United States, Canada and United Kingdom, and wherever else prohibited or restricted.

#### 2. HOW TO ENTER

#### 2.1 <u>No purchase necessary</u>

To enter the Sweepstakes, the entrant (the "**Entrant**") must enter their information on the Saint Lucia Tourist Authority Sweepstakes Landing Page <u>stlucia.org</u>

**2.1.1** The Entrants must then fill out the online entry form and provide the following mandatory information: (i) first name; (ii) last name; (iii) email address; (iv) postal code; (v) telephone number; (vi) @ Instagram or Facebook username and (vii) date of birth, before the Sweepstakes Closing Date, to be automatically entered.

**2.1.2** The Entrants who have completed the online entry form before the Sweepstakes Closing Date is eligible for the Prize (defined below) draw, to be held Wednesday, August 7th. Limit of one (1) Sweepstakes entry per person during the Sweepstakes period. As defined here under, if the conditions of Section 2.1.3 of the Rules are met.

**2.1.3** Multiple participants are not permitted to share the same email address. Any attempt by a participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated, robotic, or third party system to participate is prohibited, and will result in disqualification.

#### 3. <u>GENERAL CONDITIONS</u>

- **3.1** 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.
- **3.2** 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.
- **3.3** 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.
- **3.4** By accepting the Prize, the selected Entrant and his/her travelling companion 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.
- **3.5** Any forms 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.
- **3.6** 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 entry forms. 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 entry 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.

- **3.7** 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.
- **3.8** 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 the winner's respective residence (United States, Canada and 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.
- **3.9** 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

**4.1** 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 or about August 7<sup>th</sup>, 2019. 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 email.

# 5. <u>PRIZE</u>

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

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

The Prize includes:

All-inclusive package for two (2) as follows (winner and travel partner):

The Grand Prize Winner, upon confirmation of eligibility, will receive a 5 night vacation package to Stonefield Villa Resort (USA) except dates from December 15, 2019-April 15, 2020. Windjammer Landings (Canada), Cap Maison (UK) for two (2) adults between August 7<sup>th</sup> 2019 & August 7<sup>th</sup> 2020.

Economy flight to Saint Lucia for two (2) adults from their assigned residence country: Canadian airport, United Kingdom airport or United States Airport with airlines including (Air Canada, West Jet, Delta, American Airlines, Jet Blue, Virgin or British Airways) flights between August 7<sup>th</sup> 2019 and August 7th, 2020.

The maximum value of the Prize is \$3,000.00. Should a winner select a flight valued at less than \$3,000.00, there will be no remittance of money in cash or as a credit for the difference.

# 6. CONDITIONS ATTACHED TO THE PRIZE

- 6.1 The selected Entrant and his/her travelling companion must travel together both ways. Travel arrangements will be made by the Organizer. Trip must be reserved before October 31, 2019, and the travel must be completed by August 7<sup>th</sup>, 2020.
- **6.2** Reservations are subject to availability at the time of the reservation. The terms and conditions of the Organizer's brochure are applicable. Included in the prize hotel taxes, airport fees, customs duties, entry fees and tourist cards. Not included in the prize; insurance charges, personal expenses and personal travel insurance. The Organizer strongly recommends that the selected Entrant and his/her travelling companion take out travel insurance at time of the reservation.
- 6.3 Winner's companion must be eighteen (18) years old as of the date of departure and must travel on the same itinerary as the winner. Winner's companion must also execute liability/publicity releases prior to travel. Winner and companion are solely responsible for obtaining documents necessary for their respective international travel (i.e. passport/visa), if applicable.
- 6.4 On the travelling date, the selected Entrant and his/her travelling companion must have the legal right to leave Canada, United Kingdom or the United States and to return to Canada, United Kingdom and the United States and must have the legal right to enter

and leave the destination country to which they are bound. They are fully responsible for obtaining, at their own expense, all documentation necessary for the trip as required by the authorities concerned, including, but not limited to, visas, passports and vaccination certificates. These shall be obtained before departure. The selected Entrant and his/her travelling companion shall comply with the Sweepstake validity dates and accept the alternatives proposed by the Organizer, if this proves necessary.

## 7. PERSONAL INFORMATION

- **7.1** From time to time, the Organizer, with the Entrant's consent, may use the personal information provided in the entry form for the purpose of:
  - 7.1.1 Communicating with the Winner so he/she can take possession of the Prize;

7.1.2 Communicating with the Winner directly in relation to goods and services offered by the Organizer, including special offers and information on travel services; and

7.1.3 Conducting a survey regarding the effectiveness of the website, advertising and sales efforts made by the Organizer.

**7.2** The Entrant shall indicate whether he/she consents to his/her personal information provided on the entry form being used by checking the box to this effect on the official entry form, or by indicating on the hand-printed entry form and mailing it in.

#### 8. PRIZE CLAIM

- 8.1 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.
- 8.2 The potential Grand Prize Winner will be notified by email, 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. In addition, the Winner's traveling companion will be required to complete and return a Travel Companion Waiver within the same time deadline (listed above). 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 as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the prize (applicable to US Winner only). The Winner is solely responsible for all matters relating to the prize after it is awarded.

- 8.3 If a prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if potential Winner cannot be reached via email within three (3) 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. Request must be placed no less than sixty (60) days prior to requested departure date.
- 8.4 The Grand Prize Winner must call the given telephone number on the prize letter to arrange trip details. If winner is unable to redeem the package within the time period required, the prize will be forfeited. Expenses including but not limited to, insurance charges, personal expenses, personal travel insurance, expenses and incidental travel costs not expressly stated in the package description above; telecommunication charges or other expenses or incidentals are the responsibility solely of winner.
- 8.5 Should the selected Grand Prize Winner be a Canadian citizen or resident, the selected Entrant must answer correctly without assistance of any kind, a mathematical skill-testing question posed by mail or telephone. If the selected Entrant fails to correctly answer the question he/she will be disqualified and another Entrant will be randomly selected. The potential Grand Prize Winner who correctly answers the skill-testing question using the contact information provided at the time of entry. If the potential winner is determined to be less than the age of majority in his/her province of residence, then the potential winner will be disqualified and an alternate winner will be selected in their place.