



SLTA #CatchFeelingsandFlights Giveaway 2023

Official TERMS and CONDITIONS (the “Promotion or Giveaway Rules”)

The “**Saint Lucia Tourism Authority #CatchFeelingsandFlights** “Promotion or Giveaway”) is organized by The Saint Lucia Tourism Authority. «SLTA» (the “**Organizer**”). The Giveaway (the “Giveaway **Opening Date**”) begins on Monday, February 13th 2023 ending on Tuesday February 28th, 2023 at 11:59pm AST (the “Giveaway **Closing Date**”).

1. ELIGIBILITY

The Giveaway (the “Promotion” or “Giveaway”) is open only to legal residents of the fifty (50) United States (including the District of Columbia), 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 Giveaway”) 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 Giveaway, and any other stakeholder directly related to the holding of the Giveaway, 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 wherever else prohibited or restricted.

2. HOW TO ENTER

2.1. No purchase necessary

Participants (the “**Entrant**”) can enter the Giveaway, on Facebook or Instagram via the following rules. One (1) winner will be chosen from the two platforms.

Facebook: TO ENTER, answer this question in the comments: What does love mean to you?

Instagram: TO ENTER:

1. Follow @TravelSaintLucia and @TikayeResort
2. Like this post (the giveaway post)
3. Tag a friend with a heart ❤️ emoji

BONUS: Share this post on your stories (the giveaway post)

2.1.1.To gain 1 bonus entry, Entrants must share the giveaway post to their Instagram story. Bonus entry selection will be random.

2.1.2.By entering the giveaway entrants agree to the Terms & Conditions.

2.1.3.Entrants who have completed the steps outlined in section 2.1. before the Giveaway Closing Date and time is eligible for the Prize (defined below). The random winner draw to be held on or around March 2nd, 2023. Limit of one (1) entry per person, per prize during the Giveaway period, and additional 1 optional Bonus point, if the conditions of Section 2.1. of the Rules are met. Prize is not redeemable for cash.

2.1.4.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. GENERAL CONDITIONS

3.1.By entering the Giveaway, 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 Giveaway 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 Giveaway 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 Giveaway 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 winner agrees to not receive any additional compensation, to use of their first and last name, email address, postal code/zip code, county, voice, comments, photographs and/or other likeness for advertising and promotional purposes by the Saint Lucia Tourism Authority.
- 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 Giveaway or by a technical or human error that may have occurred in conducting the Giveaway, 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 Giveaway. 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 Giveaway 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 Giveaway at any time, without prior notice, if any factor prevents the holding of the Giveaway 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 United States or Canada 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 Giveaway), 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 Giveaway is valid.

4. DRAWING AND NOTIFICATION

4.1.1. The potential Prize Winner will be selected in a random drawing from among all eligible entries received by the Organizer whose decisions are final and binding. The Prize drawing will be conducted on or around March 2nd, 2023. Odds of winning will be random and depend on the total number of eligible entries received throughout the Giveaway Period. The Prize Winner will be announced on social media and contacted by telephone, Direct Message on social media and /or email.

5. PRIZE

The “**Prize**” shall be awarded to a resident of USA or Canada. Upon confirmation of eligibility, will receive:

The Prize includes:

- 1) All-inclusive 5 nights trip to Saint Lucia for one (1) Prize winner and one (1) travel partner
- 2) Round Trip Flights for one (1) Prize winner and one (1) guest
- 3) Round trip ground transportation from UVF airport to Ti Kaye Resort in Saint Lucia

Valid from certificate date. Original prize certificate must be presented to claim prize. Blackout hotel dates apply including major holidays. Hotel reservations subject to availability. Prize to be claimed directly from Hotel not through the Saint Lucia Tourism Authority or any affiliates. Full prize details are outlined on the hotel certificate/prize letter.

Prize not redeemable for cash.

Round Trip flights not to exceed \$3,000 USD total for both prize winner (1) and travel partner (1)

6. CONDITIONS ATTACHED TO THE PRIZE

6.1. The selected Entrant is to redeem prize by contacting the hotel via the contact information provided on the Certificate/prize letter.

6.2. Reservations are subject to availability at the time of the reservation. Not included in the prize; insurance charges, personal expenses, personal travel insurance, airport fees, customs duties, or any additional costs. 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 United States or Canada and return to United States, or Canada 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/PCR certificates. These shall be obtained before departure. The selected Entrant and his/her travelling companion shall comply with the Giveaway validity dates and accept the alternatives proposed by the Organizer, if this proves necessary. Round Trip flights not to exceed \$3,000 USD total for both prize winner (1) and travel partner (1).

7. PERSONAL INFORMATION

7.1. From time to time, the Organizer with the Entrant's consent from the Terms & conditions, may use the personal information provided in the #CatchFlightsandFeelings giveaway 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, email promotions and information on travel services.

7.1.3 Conducting a survey regarding the effectiveness of the website, advertising, and sales efforts. In addition to, ongoing email promotions or similar efforts.

8. PRIZE CLAIM

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.
2. The potential Grand Prize Winner will be notified by phone, or email or direct message on social media and must sign and return to the Organizer, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity

Release (U.S.A resident) or a Declaration of Compliance (Canada resident) a Confirmation of Eligibility Form 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.

3. If a prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if potential Winner cannot be reached via phone or 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.
4. The Grand Prize Winner must call the given telephone number on the Prize certificate/prize letter to claim prize. If winner is unable to redeem the prize 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.
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 will be notified by telephone and/or mail and/or email at Organizers discretion 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.