

## **The Sandals “Win 1 of 100 Trips for 7 Nights to Sandals Barbados” Sweepstakes (Trade) Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

***NOTE: Registered Sandals bookings (with completed registration form) will only generate one (1) entry into the monthly Sandals prize drawings.***

The below Sweepstakes is sponsored by Unique Vacations, Ltd. Worldwide Representative of Sandals Resorts, Gilingam House, East Bay Street, Nassau Bahamas (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sandals “Win 1 of 100 Trips for 7 Nights to Sandals Barbados” Sweepstakes (Trade) (the “Promotion” or “Sweepstakes”) 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 twenty-one (21) years of age at the time of entry (the “Entrants”). In addition, Entrants must be verifiable (licensed) travel agents. This Promotion is not open to the general public. Employees, officers and representatives of the Sponsor, the Administrator, and their respective affiliated companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee (collectively, the “Promotion Entities”) are not eligible. The Sweepstakes is subject to all federal, state, municipal, provincial, territorial, and local laws and regulations. **Void in Puerto Rico, Quebec, outside the US & Canada, and wherever else prohibited or restricted.**

**AGREEMENT TO OFFICIAL RULES:** By participating in the Promotion, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Grand Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on September 1, 2014 and ends at 11:59:59 p.m. ET on January 31, 2015 (“Promotion Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Eligible Entrants can enter the Sweepstakes by completing a booking with a client to any Sandals Resort and register the booking on the Travel Agent portal. Once the booking has been registered, the Entrant can enter the Sweepstakes by visiting the sponsor’s Website, <http://www.uvisandals.ca/BarbadosSweepstakes> (the “Website”). At the Website, the Entrant must complete the Sweepstakes registration form requesting full name, company; complete mailing address, phone number, email address, and booking number. All fields on the registration form are required fields if an Entrant wishes to obtain one (1) Sweepstakes entry. There is no limit on the number of entries an Entrant can accumulate throughout the Promotion Period. An Entrant must complete the entire entry process for each individual booking should they wish to receive multiple entries.

**All entries must be received by 11:59:59 a.m. EDT on January 31, 2015.** All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such

entries are void. The Sponsor is not responsible for: late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor 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. Sponsor 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 Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator, their respective parents, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of any prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this

Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**DRAWING AND NOTIFICATION:** Following the conclusion of each of the five (5) months during the Promotion Period, the Administrator will conduct Prize drawings:

-One (1) drawing conducted from among all Sandals booking entries received to that point in the Promotion Period.

There will be twenty (20) Sandals Winners selected each month (totaling 100 Sandals Winners). The Prize drawings will be conducted on or about the 5<sup>th</sup> day of each proceeding month during the Promotion Period, by the Administrator, whose decisions are final and binding. Odds of winning a Sandals Prize will depend on the total number of eligible Sandals entries received at the time of each Sandals drawing. Each Prize Winner will be contacted by the Administrator via telephone, email, and/or USPS mail. If a potential Grand Prize Winner cannot be contacted within five (5) business days after the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining entries.

**GRAND PRIZES & PRIZE CONDITIONS:** There will be **one hundred (100) Sandals Grand Prizes** awarded throughout the Promotion Period. Each *Sandals Grand Prize Winner*, upon confirmation of eligibility, will receive a 7-night vacation in a room with maximum double occupancy at Sandals Barbados. Prize includes "Luxury Included®" amenities including food and beverages (including premium brand drinks), and land and water sport activities at the resort. "Luxury Included" amenities are subject to change and are to be determined by Sponsor in its sole discretion. All Grand Prizes will be fulfilled in the form of a certificate redeemable by filling in requested information and mailing back to the address indicated. Each Grand Prize Winner must call the given extension on the prize letter to arrange trip details. **Note: Airfare is not included.** If winner is unable to redeem the package within the time period required, the prize will be forfeited. The package is subject to availability and blackout dates. The choice of the suite is based on availability. Request must be placed no less than sixty (60) days prior to requested departure date. Winners must obey all local laws in regard to lodging restrictions. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to; ground transportation, airfare, personal charges at lodging, telecommunication charges, security fees, taxes, or other expenses or incidentals are the responsibility solely of Winner (and traveling companions). Each Winner's companion(s) must be eighteen (18) years old as of the date of departure and must travel on the same itinerary as the winner. Winner and companion are solely responsible for obtaining documents necessary for their respective international travel (i.e. passport/visa), if applicable. Restrictions, conditions and limitations may apply. The Approximate Retail Value ("ARV") of each Sandals Grand Prize is: \$5,000 USD.

No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute the prize or prize component with another of comparable or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. By accepting a Prize, the Grand Prize Winners agree 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. The potential Grand Prize Winners will each be notified by the Administrator via home-delivered mail, phone, or 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) in order to claim his/her prize. **Note: The Affidavit sent to a U.S. 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 U.S. Winners only) and the Winner is solely responsible for all matters relating to the prize after it is awarded. In addition, it is the responsibility of the Grand Prize Winner and his/her traveling companions to obtain or maintain a valid U.S. passport at the time of travel should the Winner in question be traveling to another country. If a prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if a potential Winner cannot be reached via phone within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected for the prize at issue.

Should a selected Grand Prize Winner be a Canadian citizen, the selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail or telephone. If a 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 the Sponsors' 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.

By accepting the Grand Prize, where permitted by law, the Grand Prize Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Grand Prize Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**USE OF DATA:** Information collected from Entrants is subject to the Privacy Policy of the Sponsor that can be linked from <http://www.sandals.com>. If you would like your name removed from Sponsor's mailing list, please call 1-800-SANDALS or email us at [esm@uvi.sandals.com](mailto:esm@uvi.sandals.com) and your name will be removed within Seven (7) days of the request.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased 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, 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 or provisions that would cause the application of the laws of any jurisdiction other than the state of Florida. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

**WINNERS LIST REQUEST:** To request confirmation of the name, city, and state of residence of each Grand Prize Winner, please send a self-addressed, stamped business size envelope, by February 15, 2015, to: ASC/UVL "Win 1 of 100 Trips for 7 Nights to Sandals Barbados" (Trade) Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.