

## OFFICIAL RULES - "FREE CRUISE FROM YMG TRAVELS 2023" GIVEAWAY TERMS AND CONDITIONS

By entering this contest, entrants will be deemed to be bound by and have accepted these terms and conditions ("Terms"). These Terms prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Please retain a copy for your information. Please note nothing in these Terms restricts an entrant's statutory rights as a consumer.

Promoter: YMG TRAVELS, 140 NW 57<sup>th</sup> AVE MIAMI, FL 33126

### Eligibility

1. This contest is open to residents within the contiguous United States aged 21 or over, excluding employees and their immediate families of the Promoter, its subsidiaries, other group companies, its agents, or anyone else professionally connected with this promotion.
2. This contest will run from 0:01 a.m. on August 1, 2022, to 23:59 on December 31, 2022, inclusive ("Entry Period").
3. No purchase necessary to enter this contest and each entrant and the members of their household can enter a maximum of 1 time during the Entry Period. Anyone trying to circumvent this rule by using alternative details including but not limited to creating multiple email addresses will be disqualified from this promotion. Entries (bulk or otherwise) made from trade, consumer groups or similar third parties will not be accepted. If it becomes apparent that a participant is using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified, and any prize award will be void.

### Entry Requirements

4. To enter the promotion, entrants must subscribe via the webpage ([www.ymgtravels.com/giveaway](http://www.ymgtravels.com/giveaway)) and follow YMG Travels on Instagram and/or Facebook during the Entry Period. The followers must be active when the winner is selected.

### Prize

The prize of this contest is to be awarded to one (1) entrant and consists of:

- A ocean view cruise cabin for two occupants on the specified sailing

The Prize package must be taken as a whole. No substitutions. Total prize package is valued at \$1588+.

The Prize is as stated and nothing else is included. All other costs and expenses in taking up the Prize, including but not limited to air travel, food, drink, spending money as required, are the winners' and guests' own responsibility. For the avoidance of doubt, all gratuities, fees, taxes, ground transportation, hotel incidentals or any other charges are not included in Prize and are the sole responsibility of the winner. If any component of the Prize is lost or stolen once delivered, the Promoter is under no obligation to the winner.

## Winner Notification/Selection

Winner will be selected at random by the Promoter from all eligible entries received. Random drawing will be conducted on January 1, 2023, by a representative of Promoter, whose decision is final. Winner shall be notified shortly thereafter by email. Prize awarded within thirty (30) days after winner confirmation. If a notification is returned as undeliverable, it will result in disqualification, and the Prize will be awarded to an alternate winner. If a winner is otherwise eligible under these Terms, but is nevertheless deemed a minor in his or her state of primary residence, the Prize will be awarded in the name of winner's parent or legal guardian. No substitutions are permitted except if Prize is unavailable. Prize is not redeemable for cash. Prize is non-assignable or transferable. Winner is responsible for all federal, state, local and sales and income taxes. Any other incidental expenses on the Prize not specified herein are the sole responsibility of winner. Entry and acceptance of Prize constitutes permission for the Promoter to use winner's name, prize won, hometown and likeness for online posting and promotional purposes without further compensation, except where prohibited by law.

In the event of a dispute as to any entry to this contest, the authorized account holder of the email account used to enter will be deemed to be the entrant and must comply with these Terms. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

Participating entrants agree to these Terms and accepts the decisions of the Promoter, their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation, acceptance and use of the Prize. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of the Prize. Promoter is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prize.

## General Conditions

Promoter reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by the Promoter in its sole discretion. If terminated the Promoter may, in its sole discretion, determine the winner from among all non-suspect, eligible entries received up to time of such action using the judging procedure outlined above. The Promoter, in its sole discretion, reserves the right to disqualify any entrant it finds to be tampering with the Contest process or the operation of the Contest or to be acting in violation of the Terms of this or any other contest or promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

Passports, Visas and other travel documentation are the responsibility and cost of the Prize winner. Each person's passport must have an expiry date no less than 6 months following the dates of travel, unless otherwise specified by a pertinent regulation. The Promoter cannot be held responsible if the winner or their guest fail to obtain the required travel documentation.

### Limitations of Liability

Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of entries or votes or the tabulating of votes, the announcement of the Prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any entry.

### Disputes

Except where prohibited, the entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the State of California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages 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, or the rights and obligations of the entrant and Promoter in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

### Release

By receipt of any Prize, the winners agree to release and hold harmless the Promoter and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any Prize.

The winner agrees to take part in reasonable publicity in connection with this Contest and Prize (if requested) as reasonably requested by the Promoter or Curran.

### Confidentiality

By entering, the information you provide may be shared by the Promoter and its subsidiaries. You may be contacted by the Promoter and/or any promotional partner with future promotional offers. Information provided by you to participate in this Contest is subject to the opt-out and privacy policies for the Promoter and any promotional partner(s).

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.