

“Cayman Islands Take Me To Cayman” Sweepstakes

Official Rules

This Contest is governed exclusively by the laws of the United States

1. How to Enter. To enter the “Cayman Islands Take Me To Cayman” Sweepstakes (“Sweepstakes”) during the Entry Period (defined below), you must take and share your photo you receive electronically from the photo booth found at the Cayman Islands Department of Tourism booth at Wynwood Artwalk on Saturday, May 11, 2019. Share your photo by posting to your Twitter account, your Instagram account or your Facebook account. The post must include the hashtags **#TakeMeToCaymanEntry** (“Hashtag”). Entries that do not include this Hashtag will not be eligible to win the prize. Entry and all information submitted in connection therewith shall be referred to as the “Submission.” **Limit one (1) entry per person per day during the Entry Period regardless of method of entry.** Submissions must comply with the Guidelines and Restrictions (defined below).

In order to enter the Sweepstakes, you need either a Twitter, Instagram or Facebook account. If you do not have a Twitter account, create one by visiting www.twitter.com. Twitter accounts are free. If you do not have a Facebook account, create one by visiting www.facebook.com. If you do not have the Instagram application, you may download it through the application store on your mobile device. If entering a Submission via your mobile device, you may incur data charges from your wireless service provider. Please consult your wireless service provider regarding its pricing plans.

To enter via Instagram, you must follow @VisitCaymanIslands. To enter via Twitter, you must become a follower of @Cayman_Islands. To enter via Facebook, you must post your Submission publicly. Submissions using Facebook that are posted privately will not be eligible to enter or win.

All entries must comply with any and all Facebook, Twitter and Instagram terms, guidelines and policies. This Contest is not sponsored, endorsed or administered by Facebook, Twitter or Instagram. All information submitted by entrants in connection with this Contest is being submitted to Sponsor, not Facebook, Twitter or Instagram. To the extent of any conflict between these Official Rules and any such terms, guidelines or policies, these Official Rules will apply.

By entering, each entrant warrants and represents the following with respect to entrant’s Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant’s own creation; (c) the Submission will not infringe on any rights of any third parties; and (d) any third parties appearing in the Submission have given entrant appropriate consent to be depicted and used as permitted herein. Sponsor reserves the right to request releases from any third parties appearing in any Submissions at any time. Failure to produce third party releases upon Sponsor’s request may result in disqualification, as determined by Sponsor is its sole and absolute discretion.

Providing a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis (including without limitation via Sponsor's social media channels), in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes.

No automated entry devices, programmed; robotic or similar means of entry are permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. No facsimile, mechanically reproduced, altered or forged entries permitted.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the entrants, or by any of the equipment or programming associated with or utilized in this Contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Contest.

2. Agreement to Official Terms and Conditions. Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By participating in this Contest, entrants agree to abide by these Official Rules. Any entrant or winner who violates these Official Rules is subject to disqualification at any time at Sponsor's sole discretion.

3. Entry Period. You may enter a Submission between 11:00 AM Eastern Time ("ET") May 11, 2019 and 11:59 PM ET May 12, 2019 ("Entry Period").

4. Eligibility. Participation is open to all persons, who have reached the age of majority in their country of residence as of date of entry. Entrants are subject to all federal, state and local laws, rules and regulations. Void where prohibited, taxed or restricted by law. Employees, officers and directors of Sponsor and its affiliates, partners, advertising and Contest agencies, any agencies involved with administering the Contest, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse, grandparents, grandchildren) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

5. Submission Guidelines and Content Restrictions. By entering, each entrant agrees that entrant's Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant's Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines and Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not depict or reference a vacation destination other than the Cayman Islands (though it does not have to reference or depict the Cayman Islands);
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest;
- Submissions must adhere to the applicable Facebook, Twitter and Instagram policies.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

6. Winner Selection. On or about May 13, 2019, Sponsor will select one potential winner in a random drawing from among all eligible entrants. Sponsor is responsible for determining the winner in its sole discretion, subject to these Official Rules. All decisions made by Sponsor shall be final and binding. Odds of winning a prize depend on the total number of eligible entries received during the Entry Period.

The potential winner(s) will be notified by email after the random drawing by a Sponsor representative at the email address provided to Sponsor at the time of entry and may be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") within five (5) days of prize notification. If any potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Official Rules and requirements, such prize will be forfeited and an alternate potential winner may be selected from all remaining eligible entries in accordance with the winner selection method described above. Upon prize forfeiture, no compensation will be given. Sponsor, in its sole discretion, may limit the number of attempts to award a prize to two (2) attempts. In such case, if a prize winner cannot be confirmed after two (2) attempts, the prize will remain un-awarded.

7. Prize. One winner shall receive: Two (2) Cayman Airways roundtrip economy tickets for winner and a guest from a major Cayman Airways gateway airport nearest to winner's residence (winner is responsible for all transportation to the gateway airport and all related expenses). Approximate retail value ("ARV") of grand prize: \$1000. Winner and guest must depart on same air flight within eighteen (18) months of winner's receipt of prize confirmation letter. **Blackout dates and other restrictions may apply.** Reservations are subject to availability. Availability of tickets is limited for each flight, as some flights may already be booked and consequently have no seats available. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. No refund or compensation will be made in the event of the cancellation or delay of any flight. Winner will be solely responsible for obtaining valid identification relating to acceptance and use of the travel prize packages. Limit one (1) prize per household.

Availability of tickets is limited for each flight, as some flights may already be booked and consequently have no seats available. Travel must be reserved through Sponsor or otherwise as directed by Sponsor, in its sole discretion. If winner wishes to travel alone, airline tickets for winner's guest will be forfeited. No refund or compensation will be made in the event of the cancellation or delay of any flight. Guest must be the age of majority in his/her country and state of residence unless winner is such guest's parent or legal guardian. No refund or compensation will be provided in the event winner chooses to travel without a guest.

Winner and guest will abide by and be subject to these Official Rules and the terms and conditions set forth in the passenger ticket contract. Sponsor's flight schedules are subject to change without notice. Winning tickets cannot be combined with any other offer or promotional fare. Once a booking has been confirmed, no changes are permitted. If a booking is cancelled by the winner, no alternative tickets will be issued and the prize will be deemed to have been forfeited without payment of any compensation or refund.

All expenses and costs not expressly stated in the prize description above, including but not limited to meals, tips, incidentals, passenger tariffs or duties, surcharges, airport fees, baggage fees, service charges or facility charges, personal charges at lodging, security fees, visa, passport and insurance requirements, state, federal or local taxes of any kind, or other expenses are solely the responsibility of winner and guest. Neither winner nor guest is entitled to frequent flyer miles in connection with the prize. Winner and guest must each have a valid passport as of the date of departure. Guest must travel on the same flights on the same date as the winner and must execute an Affidavit (defined below) and return it prior to issuance of travel documents in order to accompany winner on trip. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Terms and conditions of all tickets apply. Specific seat locations will be determined by Sponsor in its sole discretion. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Winner and guest will be solely responsible for obtaining valid identification (including but not limited to passports) relating to acceptance and use of the prize. Actual value of prize may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Sponsor is not liable for any loss or damage caused by incomplete or missing travel documentation.

No transfer, refund, substitution or replacement of prize permitted, except that the Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). Any portion of the prize not accepted or unclaimed and/or unused by winner will be forfeited.

If due to a printing, production or other error, more prizes are claimed than are intended to be awarded, the intended prize will be awarded in a random drawing from among all verified and validated prize claims received. No more than the stated number of prizes will be awarded.

6.a. Waiver. By participating, entrants and winners agree to release and hold harmless Sponsor, its advertising and promotions agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, “Released Entities”), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including, without limitation, property damage, personal injury and/or death that may occur in connection with, preparation for, travel to, or participation in this Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity. TO THE EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, LEGAL IMPLICATIONS OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY ELEMENT OF THE PRIZE OR ANY OTHER ASPECT OF WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE.

7. Conditions. Acceptance of a prize constitutes winner's permission for Sponsor and its agents to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements regarding the Promotion and/or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

8. Additional Terms. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in connection with this Promotion. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, acts of terrorism or any other causes beyond Sponsor's reasonable control.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. If, for any reason, all or a portion of the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and/or (a) cancel or terminate the Promotion (or any portion thereof); (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (c) award the prize in accordance with the winner selection process described above. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. ENTRANTS, WINNERS AND GUESTS AGREE TO RELEASE AND HOLD HARMLESS THE RELEASED ENTITIES FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH THAT MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN THE PROMOTION, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE, PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY, AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, MISAPPROPRIATION, FALSE ASSOCIATION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION, BREACH OF CONTRACT, AND/OR MERCHANDISE DELIVERY. ENTRANTS AGREE THAT THE RELEASED ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF ANY PROMOTION-RELATED WEBSITE, APP, PRIZE AND/OR THE PROMOTION, AND DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR APPS ASSOCIATED WITH THE PROMOTION.

WITHOUT LIMITING THE FOREGOING, THIS PROMOTION, ANY PROMOTION-RELATED WEBSITE, THE APP (IF ANY) AND THE PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS PERMITTED BY LAW. THE RELEASED ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE PROMOTION OR THESE OFFICIAL TERMS AND CONDITIONS OR IN THE ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED ENTITIES SHALL NOT BE LIABLE FOR ANY INABILITY ON THE PART OF THE WINNER OF A PRIZE TO TRAVEL AS SCHEDULED DUE TO WEATHER CONDITIONS, FIRE, NATURAL DISASTER, INDUSTRIAL OR LABOR DISPUTE, WAR, TERRORIST ACTIVITY, HOSTILITIES, POLITICAL UNREST, RIOTS, CIVIL COMMOTION, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE RELEASED ENTITIES.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS PROMOTION IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED ONLY ACCORDING TO UNITED STATES LAW.

10. Disputes; Binding Arbitration; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens. Except where prohibited, all entrants agree that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (2) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

11. Use of Data. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at www.caymanislands.ky. By participating in the Promotion, entrants hereby agree to Sponsor's collection and usage of their personal information in connection with this Promotion, and acknowledge that they have read and accepted Sponsor's privacy policy.

12. Winner's Name; Official Rules. To obtain the winner's name and/or a copy of these Official Rules, send an email by August 1, 2019 to contact_us@caymanislands.ky subject line: **Cayman Islands Wynwood Artwalk May 2019.**

13. Sponsor. Cayman Islands Department of Tourism, Suite 4620, Empire State Building, 350 Fifth Avenue, New York, NY 10018.

Copyright ©2019 Cayman Islands Department of Tourism. All trademarks or logos used herein are trademarks of their respective owners in the United States and/or other countries. All rights reserved.