

**OFFICIAL RULES**  
**THE *CHEAPCARIBBEAN.COM* WOOHOO BEACH AMBASSADOR 2023 CONTEST**  
**IS SPONSORED BY CHEAPCARIBBEAN.COM (THE "SPONSOR").**  
**NO PURCHASE OF ANY KIND NECESSARY TO ENTER OR WIN.**  
**A PURCHASE/TRANSACTION/PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**  
**VOID IN AK, HI AND WHERE PROHIBITED.**

**1) Contest Details:** The CheapCaribbean.com Woohoo Beach Ambassador 2023 Contest (the "Contest") is a skill contest to select three (3) videos that best answers the call to action: **"What makes you the ideal Woohoo Beach Ambassador?"** from all eligible entrants. Three (3) Winners will be chosen to represent CheapCaribbean.com as their Woohoo Beach Ambassador as they visit three travel destinations and share their experiences on Social Media.

**2) Contest Period:** The Contest begins at 12:00:01 A.M. Eastern Time (ET) on June 22, 2023 and ends at 11:59:59 P.M. ET on July 31, 2023 (the "Contest Period"). The Sponsor's computer is the official timekeeper for this Contest.

EVENT	START (each at 12:00:01 AM ET)	END (each at 11:59:59 PM ET)
Entry Submission Period ("Entry Period") *	June 22, 2023	July 31, 2023
Judging Period	August 1, 2023	August 5, 2023
Winner Notification and Clearance	August 8, 2023	August 14, 2023
Winner Announcement	On or about August 22, 2023	

\*Sponsor in its sole discretion reserves the right to extend the Entry Period if not enough qualified Entries are received at the conclusion of the Entry Period which could limit the Sponsor from awarding the Contest prizes. If the Entry Period is extended, such notice will be published on the Contest Website at <https://www.cheapcaribbean.com/woohoo-beach-ambassador>. All dates are subject to change. All decisions of Sponsor are binding and final.

**3) Eligibility:** The Contest is open to legal residents of the 48 contiguous United States and the District of Columbia, who are at least 21 years of age at time of entry and throughout the Contest Period (the "Entrant"). Entrant must have an Instagram handle (Instagram profile must be set to public during the application submission and review of your Entry. Entrant must have a valid U.S. passport that is current (as of September 2023) and does not expire until March 2025. Entrant must be able to travel three (3) times during the timeframe of September 2023 and September 2024. Employees, officers, directors (and their immediate families and those living in their same household) of Sponsor, Marden-Kane, Inc. ("Administrator") (Sponsor and Administrator are collectively referred to as the "Contest Entities"), and their respective parent companies, subsidiaries, affiliates, retailers, distributors, suppliers, advertising, Contest and production agencies are not eligible to participate or win. Contest is void in the states of Alaska and Hawaii, and where prohibited.. The Contest is subject to all applicable federal, state, and local laws and regulations. By participating in the Contest, Entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4) How to Enter and Entry Limitations/Requirements and Restrictions:**

To enter the Contest, go to <https://www.cheapcaribbean.com/woohoo-beach-ambassador> (the “Contest Website”) and follow the instructions to properly complete the registration form (inclusive of: full name, age, email, career, favorite Caribbean or Mexico beach, why you should be selected as Cheap Caribbean’s Woohoo Beach Ambassador, and Instagram handle (Instagram profile must be set to public during the application submission and review of Entry. Winner’s Instagram profile must remain public from entry submission through and including all trips), create a video (maximum of 30 seconds) that creatively answers the following call to action: **“What makes you the ideal Woohoo Beach Ambassador?”**, and share a link of the video as indicated/required on the registration page (each a “Submission” and/or “Entry”). By submitting an entry you are acknowledging that you have read and are in agreement with these Official Rules. Submissions that do not include all required information and adhere to these Official Rules as determined by Sponsor, in its sole discretion, will be considered void. Once uploaded, Submissions will not be acknowledged or returned. No other means of entry submission will be accepted. Sponsor may, in its sole discretion, remove, delete and/or disqualify any Submission and/or Entrant (as defined in “Guidelines and Restrictions” below) it deems inappropriate or otherwise non-compliant.

**Limit one (1) entry submission per person.** Multiple Submissions from the same person will result in disqualification of all submissions other than the first eligible submission, submitted by that person.

The agreement to the Official Rules, and submission, once submitted as provided above, shall constitute an Entry. After completing these steps the Entrant will formally be entered into the Contest. Entry cannot be altered by Entrant after it has been submitted. Should Entrants experience any technical difficulties with any aspect of submitting their Entry they may send an e-mail to [socialteam@cheapcaribbean.com](mailto:socialteam@cheapcaribbean.com). Contest Entities will endeavor to respond to all requests promptly. Entries must be received by 11:59:59 P.M. ET on July 31, 2023. Entrant’s Submission must comply in all respects with these Official Rules. Submission must be created solely by the Entrant.

Please review the criteria on which Entries will be judged prior to creating your Entry. The judging criteria may be found in Section 5 below. Once submitted, all materials and information become the property of the Sponsor and will not be returned. By submitting an Entry, you irrevocably grant to Sponsor, its affiliates, agents and licensees, the royalty-free right and permission to unconditionally and perpetually reproduce, copy, store, transmit, publish, display, adapt and/or otherwise use or reuse your Submission, name, picture, voice, statements, background and biographical material, photographs, pictures, videos, stories, testimonials or other likeness, prize information, any information contained in your Entry, as well as any other information or materials arising out of your participation in the Contest for advertising, Promotional, commercial, publicity and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, in perpetuity and in any manner without further review, notice, approval, consideration or compensation of Entrant. Unless prohibited by law, you waive any rights of privacy, rights of publicity, intellectual property rights, and other rights that may preclude Sponsor from using or disclosing all or any part of your Entry in any manner and for any purpose. By submitting an Entry, you further release Sponsor from any future claims arising out of any use or disclosure of your Entry consistent with these Official Rules. All accepted Entries will be screened and may be published on the Internet or in other media at the sole discretion of the Sponsor. Without limitation to the foregoing, Sponsor may post any and all Submissions on the Contest Website during and following the Contest Period. The use or publication of an Entrant’s name or information in connection with the Contest does not signify that the Entrant is a Contest Winner. By submitting an Entry, you acknowledge and agree that you will not now or in the future be paid or compensated in any way for your Entry or for granting the Sponsor any of the rights set out in these Official Rules, whether you are chosen as a Winner or not. You further agree that Sponsor is not obligated to make use of any of the rights granted in these Official Rules or to use any of Submissions in any way.

**Further Requirements and Restrictions Regarding Submissions and Publicity:** In addition to the requirements previously noted in these Official Rules, the following requirements apply to all Entries: Submissions must be the

Entrant's own, original work, and the sole property of Entrant. Submission must be in English only. No Submission may have been previously published in print, broadcast or other media, or displayed publicly outside of this Contest, or submitted in any other Contest. Modifying, enhancing or altering another person's or entity's creation does not qualify as an Entrant's original work. Submissions may include other people in addition to the entrant; however, all people appearing in video must be at least thirteen (13) years of age. If other people appear in your Submission, entrant represents and warrants that they (people, other than entrant, appearing in video), or their parents/legal guardians if they are minors, have provided express permission to appear in the video and have granted all rights necessary for Sponsors to use their name, voice and likeness.

Restricted Content: The content restrictions that follow apply to all Entries. Submissions **may NOT** include content that:

- A. promotes/endorse any recognizable company, brand or logo (other than the Sponsor's);
- B. violates any third-party property or other rights including, but not limited to: copyrights, trademark, right of publicity or privacy, or any other proprietary rights;
- C. involves libelous, defamatory, disparaging, tortuous or slanderous materials;
- D. includes any music, lyrics, instrumental subject to copyright infringement;
- E. involves nudity, or adult-oriented or sexually-explicit behavior or subjects;
- F. portrays lotteries or gambling;
- G. involves explicit or offensive language or content;
- H. involves violence;
- I. portrays imitations of people or characters from movie/TV shows/video games/comic books/sports figures, etc.;
- J. promotes illegal activities of any kind;
- K. involves tobacco, alcohol or drugs;
- L. involves weapons of any kind including, but not limited to, guns, bombs, or knives as a weapon;
- M. promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any basis protected by federal, state or local law, ordinance, or regulation;
- N. denigrates, disparages or reflects negatively on the Sponsor, its products, or employees, or on any other person, company, product, or service;
- O. is unlawful or contrary to the laws or regulations in the State in which the Submission was created; and/or
- P. promotes/endorse a political agenda regardless of the political affiliation.

If a Submission includes any of the prohibited content listed above, the Entry will be disqualified, along with the Entrant who submitted it. The above list is not intended to be exhaustive; Sponsor may disqualify an Entry if it includes any content which, in Sponsor's opinion, is otherwise unsuitable in connection with this Contest. Sponsor reserves the right to reject or disqualify any Entry at any time, in its sole discretion, without incurring any liability.

**WARRANTY: By entering the Contest, each Entrant represents and warrants that (a) any Submission provided (Entry and Video) is original to Entrant and does not infringe upon or otherwise violate any right of any third party, (b) Entrant has all rights necessary to submit any Submission provided, and (c) no Submission includes any restricted content as defined above, or other material that would violate applicable law. BY SUBMITTING AN ENTRY, EACH ENTRANT FURTHER WARRANTS AND REPRESENTS THAT HIS/HER ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES, AND AGREES THAT THE CONTEST ENTITIES WILL BEAR NO LEGAL LIABILITY TO THIRD PARTIES REGARDING THE USE OF THE ENTRY BY THE CONTEST ENTITIES, AND THAT THE CONTEST ENTITIES SHALL BE INDEMNIFIED AND HELD HARMLESS BY ENTRANT IN THE EVENT IT IS**

**SUBSEQUENTLY DISCOVERED THAT THE ENTRANT HAS NOT FULLY COMPLIED WITH ANY OF THE OFFICIAL RULES.**

**5) Contest Judging:** At the end of the Entry Period, the Sponsor (“Judge”) will judge all eligible Contest entries submitted based on the following criteria: **Maximum score: 50**

- Response to call to action (“**What makes you the ideal Woohoo Beach Ambassador?**”) (score of 1 to 10)
- Creativity of submission (score of 1 to 10)
- Energy level of entrant (score of 1 to 10)
- Communication/easy to understand (score of 1 to 10)
- Presence on video (score of 1 to 10)

Total score, as determined by Sponsor, will determine the Winner(s) and such determination shall be final and binding.

The three (3) Entrants with the highest score at the end of the Judging Period will be notified and, subject to verification and acceptance as described below, will be deemed the Contest Grand Prize Winners and the title of **Woohoo Beach Ambassador**. Sponsor to determine the three (3) Contest Grand Prize Winners if a tie exists and such determination shall be final and binding.

**6) Notification and Verification:** The Entrants with the highest scores will be notified via e-mail, and or telephone on/around August 8, 2023. Potential Prize Winner is subject to eligibility verification and compliance with these Official Rules. Potential Prize Winner may be required to sign, notarize, and return an Affidavit of Eligibility/Liability, a W9 Form, a Publicity Release (except where prohibited by law), and a travel release form/travel information form (winner and guest) within five (5) days of notification attempt. If any potential Prize Winner cannot be contacted, fails to properly claim the prize in accordance with these Official Rules; or if the notification is returned as undeliverable, the Prize will be forfeited and awarded to an alternate potential Prize Winner (Sponsor shall have no further obligation to that potential winner) time permitting. Should a potential Prize Winner decide to decline the Prize for any reason whatsoever, Sponsor shall have no further obligation to that potential winner, and an alternate potential Winner (entry with the next highest score) may be selected, time permitted. Acceptance of a Prize constitutes permission for the Sponsor and its designees to use respective Prize Winner's name, biographical information, likeness, photograph, video (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the universe, in all media whether now known or hereafter devised, without additional compensation unless prohibited by law.

**7) Contest Prizes:** Three (3) Grand Prize Winners (each a “Winner”) will receive three (3) trips (as defined below) to three (3) different locations determined by Cheap Caribbean. Trips are defined as:

- Two (2) Woohoo Beach Ambassador trips – Winner and one (1) guest will travel to a pre-determined location and resort - one (1) double occupancy room for Winner and guest. Airfare for guest is not included.
- One (1) Woohoo Beach Ambassador Influencer Training Trip – Winner will travel to a pre-determined location and resort with other Beach Ambassadors to participate in influencer training. A prominent influencer will host the Ambassadors for a welcome breakfast and a session on capturing content while at a ‘destination’. Sponsor will work with each Ambassador to determine a date to travel that is convenient to all Ambassadors.

Each trip includes roundtrip coach airfare (for Winner only) from a major commercial airport near Winner’s legal residence (as selected by Sponsor), all-inclusive (as defined by Cheap Caribbean) resort and roundtrip transfers to

and from the resort (for Winner and guest(s). Airfare for guest(s) is not included. Guest(s) must travel on same itinerary as Winner. Locations, dates of travel, and length of stay for each trip to be determined by Sponsor in coordination with Winner. Sponsors final decisions are binding. All travel must be completed between September 2023 and September 2024. If winner is unable to travel between these dates they will be disqualified and forfeit their prize – no compensation will be provided to Winner.

As part of accepting the role of Cheap Caribbean Ambassador, Winner must complete the following actions:

While on each trip Winners must complete the following actions using their Instagram account. **(Note: The Instagram handle used to post your experience must be the same Instagram handle used to register for the Contest):**

- A minimum of 2 static posts on Instagram or best performing social media channel
- A minimum of 2 video posts on Instagram or best performing social media channel
- A minimum of 3 Instagram stories per day
- Optional: One (1) blog post (if entrant has a blog site)
- Depending on the destination there could be additional deliverables
- Must tag all Cheap Caribbean handles and/or provide hashtags, as well as any additional tags or resort/excursion hashtags while at destination

**ALL POSTS MUST INCLUDE #WOOHOOBEACHAMBASSADOR, #CHEAPCARIBBEAN, #TRUEBEACHLOVER**

After or between the trips (in October or November of 2023):

- Each Ambassador will be asked to take a survey that includes up to 17 different categories with three (3) to five (5) resorts in each category. The Ambassador will be asked to score each resort on a scale of 1 to 10 with 10 being the highest score. Resorts with the highest score will be identified as the Noble Beach Prize Winner.
- Note: Survey will take no longer than 30 minutes to complete and Ambassadors will have up to 2 weeks to complete the survey.

Cheap Caribbean will have full re-posting rights for any social media assets, including blogs. Cheap Caribbean will have full rights to usage of captured posts and content from the Ambassadors' name and likeness. Cheap Caribbean will have the ability to request a post be pulled down if it any way is derogatory, libelous and/or defamatory to Sponsor and/or destination.

Prize Winner is responsible for the payment of federal, state and local taxes on their prize (including that of their guest(s)) and for any other costs and expenses associated with the acceptance and use of the prize. Sponsor, where legal reserves the right to substitute prize of equal or greater value at any time during the duration of the Contest. Winner will be issued a 1099 for the total value of their prize in the calendar year following the travel date of each trip. The approximate retail value ("ARV") of each Grand Prize is USD\$10,000. Total approximate retail value of all Prizes is \$30,000. The ARV is subject to change based on current market conditions at time of Prize fulfillment, and the time of travel and the distance between departure and Destination. Any difference between the ARV and the actual values, if any, will not be awarded. Prize Winner is advised to consult with his/her tax advisors, lawyers, and/or financial advisors regarding the tax implications of the above stated Prize.

All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility, including but not limited to: gratuities, insurance, laundry service, merchandise, service charges, activities (with the exception of the one excursion per trip), souvenirs, some room service fees (inquire with resort prior to ordering) and telephone calls. Airline carrier and hotel regulations and conditions apply. **Trip components are subject to change without notice. Winner and Guest(s) must travel on the same itinerary.** Guest(s) of Grand Prize Winner must be 21 years of age or older. Grand Prize Winner's travel companions must sign and return; a consent to publicity (where legal), liability waiver, and travel release form prior to traveling. Acceptance of the prize constitutes permission for the Sponsor and its designees to use Grand Prize Winner's and Guest(s) names

and likenesses for advertising and promotional purposes without additional compensation unless prohibited by law.

Winner and Guest(s) are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, passport, etc.) before departure and all travelers must be at least 21 years old at time of travel. Any costs associated with obtaining the required travel documents are the responsibility of the Winner and Guest(s). Winner and Guest(s) must comply with all COVID travel restrictions set forth by any/all 3<sup>rd</sup> party vendors, including but not limited to airline, transportation provider, resort and excursion provider. Any Winner and Guest(s) that does not comply as requested will be immediately.

The Winner understands and agrees that the Sponsor has the right, at their sole discretion, to disqualify and remove the Winner or their Guest(s) from any activity at any time without compensation if the Winner or their Guest(s) behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor or otherwise violates the policies of the Sponsor, and in such a case, Winner will still be solely responsible for all federal, state, and local taxes, of all applicable jurisdictions and any other expenses related to the prize.

The trip shall be coordinated between CheapCaribbean.com and the Grand Prize Winner.

Sponsor will determine the airline in its sole discretion. All travel dates are subject to change in Sponsor's sole discretion. Travel restrictions, conditions and limitations may apply. Travel arrangements are subject to availability and must be roundtrip. Contest Entities shall not be responsible for any damage to baggage or any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of the services and accommodations necessitated by same. Winner and Travel Companions must possess valid travel documents in order to travel.

By participating in Contest, Winner (hereinafter defined) grants the right to Sponsor to record, videotape and photograph the Winner ("Images"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, voice, conversation and any other attributes of Winner's personality and appearance, individually or with others, in whole or in part, in conjunction with other material, in any and all media now known or hereafter devised, for the purpose of trade, advertising, Contest or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

Winner and guest should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before and after traveling. Should the Prize, or a portion thereof, become unavailable Sponsor shall make reasonable efforts to provide Winner with substitute experiences and/or items of a similar nature and value for that portion of the Prize that is unavailable.

If no substitute prizing is reasonably available then the remaining components, if any, of the Prize shall constitute full satisfaction of Sponsors' Prize obligation to Winner, and no other or additional compensation will be awarded.

If travel restrictions due to COVID-19 significantly restrict travel during the Travel Period, Sponsor may elect in its sole discretion to extend the dates of the Travel Period until such restrictions have been lifted.

Prize fulfilment and related activities will take place on a date and time designated by Sponsor/Prize Provider and only when and in a manner that it is safe to do so, as determined by Sponsor in their sole discretion in consultation with appropriate health and safety experts.

Winner and guest, if any, must follow all instructions given by representatives of Sponsor at all times.

**8) Additional Prize Restrictions:** Prize is non-transferable, no substitutions allowed, except at the discretion of the Sponsor. Taxes, and all other expenses not specified herein, if any, are the responsibility of the Winner in his/her jurisdiction of primary residence. By participating in the Contest, Entrants agree to release and hold harmless Sponsor, Administrator, and each of their affiliates, licensees, parents, franchisees, subsidiaries, advertising and Contest agencies and their respective employees, officers, directors, shareholders, successors and assigns (collectively, the "Releasees") from any and all liability for any injuries, losses or damage of any kind which may arise in connection with this Contest or the acceptance and/or use of any prize.

**9) License to Exploit Entry:** By entering this Contest, Entrants agree that Sponsor and each of its affiliates, licensees, Promotional partners, and third party marketing entities shall have the right and permission to use the name and biographical data, contained in Entrants entry for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the Entrant to the extent permitted by law and except where prohibited.

**10) Internet:** By entering the Contest, Entrants grant the Releasees/Contest Entities permission to use personal information about Entrants in accordance with Sponsor's privacy policy, located at <http://www.cheapcaribbean.com/privacyPolicy.jsp>. The Releasees/Contest Entities, and any Internet access providers and their respective parents, affiliates, divisions, and agencies and each of the foregoing entities' respective employees, officers, directors, shareholders, and agents are not responsible for late, lost, incomplete, damaged, stolen, misdirected, illegible entries, incorrect or inaccurate transfer of entry information, human error, technical malfunctions, lost/delayed data transmissions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, or software or any combination thereof, inability to access websites, damage to a user's computer system (hardware and software) due to participation in this Contest or any other problem or error that may occur. The Contest Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, errors in processing Entries, identifying the Prize Winner, or in the announcement of the Prize Winners. If, for any reason, the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Contest Website during the Contest Period and the remaining Prizes may be awarded to a Winner to be selected in a random drawing from among all eligible entries received up until and, or after (if applicable) the time of modification, cancellation, or termination or in a manner that is fair and equitable as determined by Sponsor in its sole discretion. All interpretations of these Official Rules and decisions by Sponsor are final. In the event of a dispute over who submitted a winning Entry, the authorized account holder of the account attached to the winning Entry will be declared the winner. "Authorized Account Holder" is defined as the natural person assigned to an email address by an internet access provider and/or a mobile phone number by a wireless carrier or other organization responsible for assigning a mobile phone number. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds (a) to have used a software generated, robotic, programmed, script, macro or other automated online entry, (b) to have tampered with the entry process or the operation of the Contest, (c) to be acting in violation of these Official Rules, (d) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) to have provided inaccurate information on any legal documents submitted in connection with the Contest. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THIS

CONTEST, INCLUDING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES SHALL BE (1) GOVERNED BY THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES (WHETHER OF THE STATE OF OHIO OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF PENNSYLVANIA; (2) ANY DISPUTE, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE CONTEST OR ANY PRIZE AWARDED SHALL BE BROUGHT EXCLUSIVELY IN A FEDERAL OR STATE COURT IN THE COUNTY OF MEDINA IN THE STATE OF OHIO; (3) 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 OR COURT COSTS; AND (4) UNDER NO CIRCUMSTANCES WILL PARTICIPANT 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.

**PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION.** These official rules contain terms that govern how claims relating to this Promotion will be resolved. For example, they include an arbitration agreement and waiver of a class action that require submitting Promotion-related claims to an arbitrator (instead of going to court before a judge or jury). They also limit the ability to bring claims on behalf of other persons (that is, it prohibit bringing any class action or collective or representative proceeding). The official rules also limit the type of damages that can be recovered. Please read these terms carefully as they impact your legal rights and, by participating in the Promotion, you are agreeing to the terms.

**11) Choice of Law/Jurisdiction and Dispute Resolution:** This Promotion is offered only in the 48 contiguous United States and the District of Columbia and is governed by the laws of the State of Texas. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. By entering, entrants irrevocably consent to the dispute resolutions stated below as well as to the sole and exclusive jurisdiction of the courts of the State of Texas located in the county of Dallas for any action, suit or proceeding arising out of or relating to this Promotion. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. Entrant must send the Demand to the following address (the "Notice Address"): CheapCaribbean.com, 15725 Dallas Parkway, Suite 150, Addison, TX 75001, Attention; Legal Department. Entrant agrees that Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Entrant sends a Demand. If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of Entrant, Administrator, and Sponsor to litigate claims in court and Entrant, Administrator and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, Entrant must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Addison, Texas. Entrant agrees that it will not file a class action or



collective action against Administrator or Sponsor, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with Entrant to arbitration before the Arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor's in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

**12) Indemnification:** Entrants agree to indemnify and hold harmless the Contest Entities from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action, or proceeding against the Contest Entities, and hereby acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a prize supplier that are sent along with the Prize. Any questions, comments or complaints regarding the Contest are to be directed to the Sponsor at the address below. Contest Entities will endeavor to respond to all requests promptly.

**13) Winner List and Official Rules:** To view the name of the Prize Winners (available after the conclusion of the Contest), or to view the Official Rules please visit <https://www.cheapcaribbean.com/woohoo-beach-ambassador>. Winner's name will be posted for 30 days following awarding of each prize.

**14) Sponsor and Administrator:** This Contest is sponsored by CheapCaribbean.com, 15725 Dallas Parkway, Suite 150, Addison, TX 75001 and is administered by Marden-Kane, Inc., 575 Underhill Blvd. Suite 222, Syosset, NY 11791.

Instagram is not a Sponsor or Participant in this Contest. All inquiries should be made to Sponsor not to Instagram.

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