

“In Our Nature” Sweepstakes OFFICIAL RULES

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

The “In Our Nature” Sweepstakes (the “Promotion” or “Sweepstakes”) the fifty (50) United States of America or the Washington District of Columbia (the “USA”) and Canada (“the CA”) (excluding the province of Quebec), and legal citizens of the United Kingdom (the “UK”) (collectively, “Participating Countries”). The Sweepstakes shall only be construed and evaluated according to the laws of the USA, Canada, and U.K, as those laws respectively apply to residents of the USA, CA, and citizens of the UK.

SPONSOR: The Sweepstakes is sponsored by Discover Dominica Authority 5-7 Great Marlborough Street, PO Box 293, Roseau, Commonwealth of Dominica (the “Sponsor”).

ELIGIBILITY: The Sweepstakes is open only to legal residents of the Participating Countries who are at least eighteen (18) years of age at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, MMGY Myriad, 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 “Released Parties”), are not eligible. Subject to all federal, state, municipal, provincial, territorial, and local laws and regulations. **Void wherever else prohibited or restricted.**

AGREEMENT TO OFFICIAL RULES: By participating, those who enter the Sweepstakes 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 the Grand Prize (as defined below) is contingent upon fulfilling all the following requirements.

HOW TO ENTER THE SWEEPSTAKES: The Sweepstakes begins at 12:00:01 p.m. Eastern Time (“ET”) on May 25, 2021 and ends at 11:59:59 p.m. ET on July 31, 2021 (“Sweepstakes Period”). The Sponsor’s database clock is the official time-keeping device for the Sweepstakes. Entrants can participate in the Sweepstakes by completing a Sweepstakes registration form at the Sponsor’s Sweepstakes website, www.DiscoverDominica.com/InOurNature (the “Website”). The Sweepstakes registration form will request an Entrant’s full name, phone number, country, and email address. Each completed Sweepstakes registration form will generate one (1) Sweepstake’s entry. **Limit:** One (1) entry per Entrant.

To be valid, each entry must provide all requested information. Proof of entry 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 email address, including, but not limited to, commercial Sweepstake’s 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. Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. The submission of an entry constitutes the Entrant’s representation of eligibility, consent to participate in Sweepstakes, and consent for Sponsor to obtain, use, and transfer your name and other information obtained through the entry for the purpose of Sweepstakes administration. All entries become the exclusive property of Sponsor and will not be acknowledged or returned except as provided herein. All information submitted by Entrants will be treated according to Sponsor’s privacy policy, available at <https://discoverdominica.com/privacy-policy>. By entering the Sweepstakes and providing their email address and other contact information, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s Privacy Policy.

UK PRIVACY POLICY/USE OF DATA: The General Data Protection Regulation (GDPR) provides a number of protections for use of your personal data. Any personal data collected from you shall be subject to Sponsor’s privacy policy, available at <https://discoverdominica.com/privacy-policy>. Sponsor will only use your personal data for

the purposes of administering the Sweepstakes, unless you provide consent signifying your agreement to any other processing or use of your personal data. You may withdraw your consent at any time by mailing your request to Discover Dominica Authority 5-7 Great Marlborough Street, PO Box 293, Roseau, Commonwealth of Dominica, and your name will be removed within sixty (60) days of such request or the maximum timeframe permitted by law. Anything to the contrary notwithstanding, eligibility to win the Grand Prize is conditioned upon the signing of a Publicity Release, as described below.

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 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 (defined below) 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 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.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless 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 (e) 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 online systems, servers, or providers, computer equipment, software, failure of any email 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 the Entrant'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: One (1) Prize drawing will be conducted by the Administrator, whose decisions are final and binding. The drawing will be conducted on or about August 11, 2021. Odds of winning the Grand Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winner will be contacted by the Sponsor or Administrator via email or phone.

GRAND PRIZE & PRIZE CONDITIONS: There will be **one (1) Grand Prize** awarded following the Sweepstakes Period. The Grand Prize Winner (“Winner”), upon confirmation of eligibility, will receive a 6-day/5-night trip for two (2) people to Dominica (the “Location”) (“Grand Prize” or “Prize”). The Grand Prize package includes:

-Two (2) roundtrip standard economy airfare tickets from a major commercial airport in the United States, Canada, or the U.K., near the Winner’s primary residence and the Location, as determined by Sponsor.

-5-night single hotel accommodations at Jungle Bay in a Jungle Bay Villa for two (2) people (room and tax only)

-Daily breakfast during the stay.

The Approximate Retail Value (“ARV”) of the total Grand Prize package is \$4,000 USD, which will vary depending upon points of departure and seasonal fluctuation of hotel rates and airfares. The value of the Prize set forth above represents Sponsor’s good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If actual value of a Prize is lower than the stated ARV when a Prize is procured and fulfilled, then the difference will not be awarded.

All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner and/or traveling companion. The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or personal property. Travel, hotel, and other accommodations are subject to availability. The Grand Prize Winner and their traveling companion must travel on same itinerary. The Winner and travelling companion are solely responsible for obtaining documents necessary for their international travel (i.e., passport/visa). The trip must be fully executed by within one (1) calendar year from Prize acceptance, or the Prize will be forfeited (subject to availability). All travel dates are subject to change in the Sponsor’s sole discretion. Blackout dates: 12/18/21-1/5/22. Other blackout dates and material restrictions may apply. **NOTE: No substitution, assignment or transfer of the Prize is permitted, except by Sponsor, who reserves the right to substitute the Prize or any Prize component with another of comparable or greater value.**

By accepting the Grand Prize, the Winner agrees to release and hold harmless the Released Parties, 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 Sweepstakes or receipt or use of the Grand Prize. The potential Grand Prize Winner must each sign and return to the Administrator, within five (5) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility and Liability/Publicity Release (if U.S. resident) or a Declaration of Compliance (if Canadian or United Kingdom resident) in order to claim the 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 Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of the 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. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if a potential Winner cannot be reached 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 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 Selected Canadian Winner: 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 the selected Entrant fails to correctly answer the question, he/she will be disqualified, and another Entrant will be randomly selected. The potential 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 Winner 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 their 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 SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. 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 Sweepstakes 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 Winner also acknowledges 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.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the Commonwealth of Dominica, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the Commonwealth of Dominica; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall

not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of the Winner, please send a self-addressed, stamped business size envelope, by September 15, 2021, to: ASC/ Dominica "In Our Nature" Sweepstakes Winners List Request, 300 State St. Ste. 402, Rochester, NY 14614.