

## **YMT TRAVEL MEMORIES SWEEPSTAKES 2019 - OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **CONTEST DATES:** The YMT Travel Memories Sweepstakes 2019 ("Sweepstakes") begins on October 7, 2019 at 8am PT and ends on November 22, 2019 at 5pm PT (the "Promotion Period").

The sponsor of this Sweepstakes is YMT Vacations ("Sponsor"). By participating in the Sweepstakes, each entrant ("Entrant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at [marketing@ymtvacations.com](mailto:marketing@ymtvacations.com) during the Promotion Period. YMT reserves the right to extend, modify, or discontinue this contest at any time without notice.

2. **ELIGIBILITY:** Any individual over the age of 21 may participate in the Sweepstakes by entering the Sweepstakes in accordance with these Rules. There is a limit of one entry per person. The Sweepstakes is open to any person who is a legal resident of the United States of America (including the District of Columbia BUT SPECIFICALLY EXCLUDING THE STATES OF NEW YORK, FLORIDA, MARYLAND, VERMONT AND COLORADO). WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW. Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Sweepstakes Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

### **3. PRIZES:**

Grand Prize: One (1) winner will receive one (1) \$500 YMT Vacations Travel Credit Award

Second Prize: Four (4) winners will receive one (1) \$100 YMT Vacations Travel Credit Award

Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by winner. Restrictions, conditions, and limitations may apply. All federal, state and local taxes (whether foreign or domestic, and including income, sales, and import taxes), fees and surcharges on prizes are the sole responsibility of the prize winners. The winner is encouraged to seek

his or her own tax advice regarding the reporting and payment of taxes associated with the prize. Failure to comply with the Official Rules will result in forfeiture of the prize.

Sponsor accepts no responsibility for resultant loss or damage to persons or properties as a result of this Prize being awarded.

4. HOW TO ENTER: Enter the Sweepstakes during the Promotion Period online by visiting the entry form, which can be found on the following website at [info.ymtvacations.com/sweepstakes](http://info.ymtvacations.com/sweepstakes).

#### Submission Guidelines

- Enter by providing an image and a short description of your favorite travel memory with YMT Vacations
- Complete the following actions for additional entries:
  - Post your entry on YMT Vacations facebook page with #YMTVacations
  - Post your entry on Instagram with #YMTVacations

Any entry deemed inappropriate by YMT Vacations or which otherwise violates YMT Vacations Usage Policy or Terms & Conditions with be removed and the Entrant will be disqualified

Automated or robotic entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All entries must be posted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

Sponsor reserves the right to verify the validity and originality of any entry and/or Entrant (including an Entrant's identity and address) and to disqualify any entry that is not in accordance with these Official Rules. Failure by Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights. Any Entrant who does not meet the requirements may be disqualified in the sole discretion of Sponsor.

5. WINNER SELECTION: The Winner(s) of the Sweepstakes will be selected in a random drawing from among all eligible entries received throughout the Promotion Period. The random drawing will be conducted about 5 business days after the Promotion Period by Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible entries received.

6. WINNER NOTIFICATION: Winner will be notified by email at the email address provided in the Entry Information approximately 10 business days after the random drawing. Potential Winner must accept a prize by email as directed by Sponsor within 10 business days of notification. Sponsor is not responsible

for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account.

Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively \"the Prize Claim Documents\"). No substitution or transfer of a prize is permitted except by Sponsor.

**The Sweepstakes YMT Vacations Travel Credit Award must be used to book a tour departing within 24 months of receipt.**

7. INTELLECTUAL PROPERTY: Except where prohibited by law, the entrants grants (and agrees to confirm that grant in writing) permission for YMT Vacations and their advertising and promotional agencies to use such winner's name, photograph and/or likeness, and winning entry (including the display, reproduction and distribution of the entry), for advertising and/or publicity purposes in all media and formats now known or hereafter discovered, worldwide and on the world wide web, without notice, review, approval, or additional compensation. Specifically and without limiting the generality of the foregoing, by entering the Sweepstakes, the Entrant grants Sponsor: (i) permission to share his/her entry any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfillment, and to contact the Entrant about products and services; and (ii) a royalty free, irrevocable, perpetual, non-exclusive license in the entry to Sponsor. Display or publication of an entry on Sponsor's website does not indicate the Entrant will be selected as a winner. Sponsor will not be required to pay any additional compensation or to seek any additional approval in connection with such use or exploitation.

8. PRIVACY: Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.ymtvacations.com/about-us/general-information-policies/privacy-policy>.

9. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction, unauthorized access to or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include

without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE SWEEPSTAKES AND TO THE PRIZE, SPONSOR MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

BY ENTERING THIS SWEEPSTAKES, ENTRANTS EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL SPONSOR OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, FAMILY MEMBERS AND/OR RESIDENTS OF THE HOUSEHOLDS OF SUCH INDIVIDUALS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES.

10. SOCIAL NETWORK DISCLAIMER: A Facebook account may be required to enter. If you don't already have a Facebook account, visit [www.facebook.com](http://www.facebook.com) to create one. It is free to create an account. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. By participating via the Facebook platform, participants are also subject to Facebook's data policy and terms of use, which can be found at <https://www.facebook.com/about/privacy> and <https://www.facebook.com/legal/terms/update>.

11. WINNER LIST/OFFICIAL RULES: To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to YMT Vacations cc: YMT Vacations Memories Sweepstakes at 400 Continental Blvd, Ste 200, El Segundo, CA 90245. Requests for the names of the winners must be received no later than 30 days after the Promotion Period has ended. For accessing a Winner List online, visit [info.ymtvacations.com/sweepstakes](http://info.ymtvacations.com/sweepstakes). The winner list will be posted after winner confirmation is complete.

12. MISCELLANEOUS: Sponsor reserves the right to modify, suspend, cancel or terminate the Sweepstakes, extend or resume the entry period, or change or withdraw the prize at any time without giving advance notice. If the prize (or part of the Prize) is unavailable, Sponsor, in its discretion, reserves the right to substitute the original Prize (or that part of the Prize) with an alternative Prize that is equal or greater in monetary value and/or specification, unless to do so would be prohibited by law.

Each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be

resolved in the appropriate state or federal court located in, or nearest to, Los Angeles, California, USA; (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 attorney's fees; and (iv) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM 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 Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware, USA, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Delaware, USA.

13. SPONSOR: YMT Vacations, 400 Continental Blvd, Ste 200, El Segundo, CA 90245

California law requires certain Sellers of Travel to have a trust account or bond. This business has a bond issued by American Home Assurance Company held by USTOA's Travelers Assistance Program in the amount of \$1 million. CRT# 1021419