PADI® x Beaches® Contest Official Rules

**PADI x BEACHES CONTEST OFFICIAL RULES**

Below are the terms and conditions which apply to the “PADI x Beaches” contest. Please read these terms carefully as they contain important items participants should know. These terms are final, binding, and winning a prize is contingent upon fulfilling all requirements.

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| **Contest Overview** |  |
| **Sponsor/Administrator(s)** | PADI Worldwide Corp (“**PADI**”), hereinafter, “Sponsor” and ”**Administrator**” |
| **Beaches Resorts Prize Provider** | Unique Travel Corp, worldwide representative for Beaches Resorts |
| **Contest title** | PADI Live Unfiltered Contest (“**Contest**”) |
| **Contest Period** | The Contest begins on December 20, 2022, at 12:00:01 am PST and continues until December 23, 2022, at 11:59:59 pm PST (“**Contest Period**”) |
| **Awards Date** | Winner will be selected on January 5, 2023. |
| **Winner(s)** | There will be one (1) Winner. The winner will be notified on or around the Awards Date via email or direct message through the social media platform used to enter the Contest. |
| **Prize** | 1. The Winner will be awarded:   A **four-day/three-night** Luxury Included® stay for two (2) adults and two (2) children (ages 15 and under) in a **Deluxe category room** to any one of the three Beaches Resorts located in Turks & Caicos or Jamaica (the “**Beaches Vacation**”), plus the opportunity for the children accompanying the Winner who are between the ages of 10 – 15 years of age only to participate in and complete the PADI Junior Open Water Diver certification course at the selected or designated Beaches Resorts (“**PADI Junior Diver Certification**”) as well as two (2) Open Water Diver eLearning courses (the “**PADI Prize”**) – subject to the terms and conditions herein.   1. The Beaches Vacation, the PADI Junior Diver Certification and PADI Prize collectively the “**Contest Prize Package**”. 2. Beaches Resorts are:   Beaches Turks & Caicos Resort Villages & Spa - Providenciales, Turks & Caicos  Beaches Negril Resort & Spa - Negril, Jamaica  Beaches Ocho Rios - A Spa, Golf & Waterpark Resort - Ocho Rios, Jamaica  **Beaches Vacation - Prize Terms and Conditions:**   1. Beaches Resorts is a Luxury Included® resort destination for everyone.      1. Contest winner must be at least 18 years of age or older. 2. The PADI Junior Diver Certification course is only offered to the Contest winner’s accompanying children or guests who are between the ages of 10 – 15 years only. 3. The Beaches Vacation includes (one (1) room, quad occupancy in aDeluxe category room, all meals, unlimited Premium Liquors, daily & nightly entertainment, an array of land and water sports activities, including daily Scuba diving (for certified divers), snorkeling, Wi-Fi in all rooms and public areas, access to the Xbox Play Lounge and Kids Camps, resort gratuities, resort taxes, and Beaches Resorts transfers to and from the selected or designated airport.      1. “**EXCLUSIONS**” – airfare, car rental, personal charges, incidentals, telephone calls, Premium Wi-Fi, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses (*save and except for the Junior Open Water Diver certification course provided for the children accompanying the Contest winner between the ages 10 – 15 years only*), room services, meals outside of the selected or designated resort, island departure taxes, purchases made at the Beaches Specialty or Gift Shops, baggage fees, customs duties, and travel insurance **are not included**.      1. The Contest Prize Package will be issued in the form of a prize certificate (“**Prize Certificate**”) outlining the terms and conditions of the prize and redemption procedures.      1. The Contest Prize Package must be redeemed for travel within one (1) year from the Prize Certificate is issued **(the “Redemption Period”)** and no portion of the Contest Prize Package is transferable or redeemable for cash. *No extension will be given after the Redemption Period has expired. If the Contest Prize Package is not redeemed in its entirety, the Contest Prize Package will be forfeited.*      1. The Beaches Vacation portion of the Contest Prize Package is subject to space availability and selected blackout dates which are subject to change without notice:   • January 1, 2023-January 5, 2023  • April 15-17, 2023  • July 1-4, 2023  • November 21-27, 2023  • December 21-31, 2023  • February 19 – 25, 2024  • March 12 – 26, 2024   1. Reservations will not be confirmed until 60 days prior to the selected travel date. Confirmation of travel dates will only be provided 60 days prior to the departure date.      1. Any federal, state and/or local taxes applicable to Contest Prize Package will be the Contest winner’s responsibility to pay. The Contest winner will receive from **PADI** or its designee an IRS Form 1099 (or similar) in the amount of the Contest Prize Package.      1. **Substitution of Resort**: Unique Travel Corp – the Beaches Vacation Provider and/or Beaches Resorts each reserves the right to substitute the selected resort for another resort in the resort’s chain in a similar category, and to change dates without prior notice for any circumstance(s) beyond the resort’s control based upon availability for the secured travel dates. The terms and conditions agreed to shall apply with equal applicability to any resort which is the subject of substitution or deviation. Neither Unique Travel Corp nor Beaches Resorts shall be liable for any claim made whatsoever, including but not limited to loss, compensation, or refund by reason of such substitution or deviation.      1. **Compliance with Government Entities.** Unique Travel Corp, its affiliates, and parent as well as Beaches Resorts and/or Beaches Resorts related entities shall have the right to comply with any and all orders, recommendations, or directions whatsoever given by any government entity or by persons purporting to act with such authority, and such compliance shall not be deemed a breach of the Agreement or any agreement entitling the guests to assert any claim for liability, compensation or refund.      1. **COVID-19**: A respiratory virus, called Covid19 and other variants have been identified as the cause of an outbreak of respiratory illness which have been identified in countries around the world including the Caribbean. Updated information can be found on the [Center for Disease Control’s](https://protect-us.mimecast.com/s/pGdaCmZXqguWGA9NiGho0c?domain=cdc.gov) website. The health and safety of resort guests is a priority. Prior to entering the selected or designated resort, all guests may be administered a no-touch thermal scan to screen for fever. Anyone with any fever (≥38 C°/100.4 F°) may be assessed by a nurse or doctor. The medical professional may recommend that a COVID-19 test be administered. With a positive test result the guest remains isolated in their room until the release criteria of the specific jurisdiction is satisfied. If negative the guest will be free to enter and enjoy all of the resort. There is a risk in entry regardless of temperature checks and COVID-19 test, and all guests enter at their own risk and shall be advised as follows: *If you experience any symptoms of any illness while at the Resort, please stay in your room and contact the Medical Center.*  *Consultation charges will be waived. If you develop symptoms after leaving the Resort, see a doctor right away and advise the Resort.*  Sandals Resorts retains the right to implement other health, safety, and COVID-19 policies and/or protocols in its sole discretion. All guests shall further acknowledge and agree that they are fully aware of the contagious nature and effects of COVID-19 and voluntarily assume that risk and responsibility and further agree that they will release, indemnify and hold harmless Unique Travel Corp and Sandals Resorts, and their respective parent corporations, affiliates, subsidiaries insurers, directors, officers, employees, successors, assigns, agents and representatives, against any claims and/or damages whatsoever, including legal fees relating to any infection, transmission, health condition influenced or otherwise impacted or complication by COVID-19. 2. **CLASS ACTION WAIVER:** ACCEPTANCE OF THE BEACHES PRIZE PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION AND SUPERSEDES ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. THIS CLASS ACTION WAIVER PRECLUDES GUEST FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING ANY CLAIM BROUGHT AS A RESULT OF THIS AGREEMENT. EVEN IF APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST UNIQUE TRAVEL CORP – THE SANDALS RESORTS PRIZE PROVIDER WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF GUEST'S CLAIM IS SUBJECT TO LEGAL PROCEEDING UNDER FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE UNIQUE TRAVEL CORP. - TERMS AND CONDITIONS AVAILABLE HERE <https://www.beaches.com/terms-conditions/> THE GUEST FURTHER AGREES AND ACKNOWLEDGES THAT THE CLASS ACTION WAIVER IS MATERIAL AND ESSENTIAL TO THE PROCEEDING OF ANY DISPUTES BETWEEN THE PARTIES AND IS NON-SEVERABLE FROM THE AGREEMENT TO ANY CLAIMS HEREIN. THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE FORUM SELECTION AND CHOICE OF LAW PROVISION SET FORTH IN THE UNIQUE TRAVEL CORP. – TERMS AND CONDITIONS. GUEST AGREES THAT THE PARTIES REFERENCED IN FOREIGN SELECTION AND CHOICE OF LAW PROVISIONS OF THE UNIQUE TRAVEL CORP. – TERMS AND CONDITIONS THAT MAY BE THE SUBJECT OF ANY CLAIM BY GUEST CAN RECEIVE IMMEDIATE JUDICIAL ASSISTANCE TO ENFORCE THIS CLASS ACTION WAIVER.      1. **Travel Safety Warning**      1. Due to the fact that travel and tourism are constantly in a state of flux, prizewinner shall be advised to consult the U.S. State Department’s website at <[travel.gov](http://travel.gov/)> and enter the name of the country(ies) that they plan to visit for the latest information concerning traveler safety, security, and health advisories.      1. All guests are responsible for checking the travel and entry protocols for the destination that they are travelling to before they depart and ensuring that they fully understand and comply with any such protocols. For example, for some destinations, may require guests to be fully vaccinated and/or to obtain a negative PCR Covid-19 test a certain number of days pre and post travel. All clients/customers should be advised to visit the [travel.gov](http://travel.gov/) website before travel and to check the official Government website for the country they are visiting. The Sponsor and Beaches Vacations provider and/or Beaches Resorts shall not be responsible for any additional costs incurred for any required test or any other pre-travel requirements. 2. **Use of Personal Data/Personal Information:** Entry into the Contest/Giveaway constitutes the Participants’ representation of eligibility, consent to participate and consent for the Sponsor to obtain, use and transfer your name, telephone number, mailing address, email address and other information obtained through the entry for the purpose of the Contest administration and Prize redemption. All personal data/personal information provided to the Sponsor shall be subject to the Sponsor privacy policy available here <https://www.padi.com/privacy> and all personal data/personal information provided to the Beaches Vacation package provider shall be subject to Beaches Resort Privacy Policy available here <https://www.beaches.com/general/privacy/>. |
| **Prize Value** | The Approximate Retail Value (“ARV”) of the Contest Prize Package is US$5,292.00 |
| **How to Enter** | Entrants are entered into the contest by:   1. Showing us the friends or family of the entrant who the entrant wants to get PADI-certified on a Beaches Luxury Included® Vacation by:    * Commenting with a photo or video of the friends or family the entrant wants to get PADI-certified on one of the giveaway posts on PADI’s Facebook or Twitter channels.    * Posting a photo or video of the friends or family the entrant wants to get PADI-certified to the entrant’s feed or story on their personal TikTok or Instagram. If the entrant posts on these platforms, they should tag the respective PADI and Beaches handles and use #LiveUnfiltered. (@paditv and @BeachesResorts on Instagram OR @padi and @BeachesResorts on TikTok)   NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL DETERMINATIONS MADE BY PADI ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. You must make any disclosures required by applicable law when entering a submission into the Contest. |
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General Rules and Conditions:

* **Who can enter?**

The “Contest” is open globally to residents of countries where such contests are allowed by the laws of those countries and to anyone who is 18 years of age or the age of majority in their jurisdiction of residence.

The contest can be restricted by laws or regulations in certain places, countries, or regions of the World. Employees, officers, directors and family members of employees of the Administrator and their related and affiliated companies, are not eligible for the Contest.

Contest is void where restricted or otherwise prohibited by law. By entering the contest, you accept sole responsibility for determining whether your participation is legal in any jurisdiction that applies to you.

* **How do I enter the contest?**

Contestants will need to submit their content through a valid social media account. In doing so, please make sure your account is public. Submissions must meet the requirements of the competition to be eligible including format, deadline and any other rules. Further, we advise you to consult the judging criteria listed below. Also, please note ***no purchase will be necessary to enter*.**

Additional Submission Requirements: By entering, the entrant certifies the content is one’s original content, and the content does not infringe on any 3rd party’s rights. No mail-in entries will be allowed and any use of automatic programming to submit entries will be void. Finally, please make sure the submission is appropriate and in line with the PADI brand—use your best judgement!

Entries which include references to divers touching marine life or the reef, including artificial reefs such as wrecks, will be disqualified. Contest Submissions must be in good taste and shall not contain violence, profanity, unlawful references or other potentially offensive language or visuals.

* **What happens to my submission?**

The Administrator and Beaches Resorts will receive a standard copyright license when contestants submit their content through the Contest (see below for more details on this license). By submitting a story, photograph or video, you consent to the Administrator’s editing, using, re-using, storing, reproducing, and modifying your content through our medium, now known or hereafter developed, without prior review or approval from you, for both commercial and non-commercial purposes, without consideration, compensation, permission, or notification. If you win the Contest, the Administrator can use your name and photograph or video for future marketing purposes unless you tell us not to. No additional compensation will be provided and the Administrator will not be responsible for 3rd party’s use of your content. For residents of the United Kingdom: The publicity release is only for purposes of advertising, trade and promotional purposes as relates specifically to this contest.

Please know the Administrator will keep all of your private and personal information in accordance with the privacy policy at [https://www.padi.com/privacy.](https://www.padi.com/privacy)

Copyright License: Contestants agree to grant Administrator, their licensees, and successors a worldwide, non-exclusive, perpetual, irrevocable, transferable, fully paid-up, royalty free right and license, with the right to sublicense for the purpose of this competition and marketing materials.

* **How does the Administrator pick the winner(s)?**

The Administrator will rely on a panel of judges to choose the winner. The caption, execution and overall creativity will be equally judged. The Administrator emphasizes luck or chance will play no role in this decision as the judging gurus make the final call relying on their expertise in this field.

Be aware the judges will not be required to provide feedback on shared content and reserve the right to disqualify any content which is improper, unlawful, or breaks any rules of the competition.

* **How will I find out if I win?**

Administrator will send the good news by direct message on the social media platform the contestant entered through. After this, Administrator will require the winner to sign an “Affidavit of Eligibility and Liability/Publicity Release” within ten (10) days of date of receipt.

Administrator promises to do our best to locate and communicate with you if you are the winner. If we cannot confirm your identity within three months or any other disputes arise, we will contact the next best entry.

Winner List**:** For a list of the prize winners, which will be available seven (7) days after the announcement of the winner, send a stamped, self-addressed envelope to Prize Winners, PADI Marketing, 30151 Tomas, Rancho Santa Margarita, CA 92688, USA within sixty (60) days of the last day of the Contest.

* **What do I receive if I meet the judge’s lofty standards?**

The prize to be awarded from the Contest are as set forth in the “Prize” listed on the first page. Keep in mind the winners will be solely responsible for any and all applicable taxes for the prizes. Further, no substitution of prizes is permitted except if a prize is unavailable and the winner is solely responsible for any incidental expenses.

The winner may not opt for receiving the value of the prize in cash.

Moreover, Administrator, will not be responsible for use of the prize which is:

* a) Unreasonable and unforeseeable loss
* b) Loss not caused by a breach of our duty or not caused by our negligence
* c) Losses caused by factors which cannot be reasonable considered or outside of our control
* d) Any losses caused by your own negligence

Finally, by accepting a prize, each winner further agrees to release Sponsor, Administrator and Beaches Vacation Prize Package provider, from any and all liability, loss or damage of any kind to both the prize itself and any damage arising out of or in connection with Winners' participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize or any portion thereof. ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

If you refuse these terms, you may forfeit all or any portion of the prize package at Administrator’s discretion and the next highest score can receive the prize instead.

Please allow for a minimum of sixty (60) days for delivery of prize certificate(s).

* **Other Rules Related to the Contest:**

Assumption of Risk: BY PARTICIPATING, ENTRANT ACKNOWLEDGES THEY PARTICIPATE AT THEIR OWN RISK AND ADMINISTRATOR IS NOT RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY ENTRANT AS A RESULT OF PARTICIPATION IN THIS CONTEST. PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL APPLICABLE LAWS.

**Waiver of Liability: Entrants, by participating in this Contest, further agree to waive, release, indemnify, defend and hold harmless Sponsor, Administrator, Beaches Resorts Prize Provider (“Unique Travel Corp”) and their parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, non- sponsors (together, the “Released Parties”), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Administrator’s control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user’s Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person’s computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest or the processing of Submissions.**

IN NO EVENT WILL THE ADMINISTRATOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS’ PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, TERRORISM, OR PANDEMICS. FOR RESIDENTS OF THE UNITED KINGDOM: THIS RELEASE DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THE SPONSOR/ADMINISTRATOR. FOR RESIDENTS OF GERMANY: THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES, AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAMGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS.

* **Disputes**: Except where prohibited by law, entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be governed by and construed exclusively in accordance with California laws, without regard to its rules on conflicts of laws, and shall be resolved individually, without resort to any form of class action; (2) any action at law or in equity arising out of or relating to the Contest, or awarding of the prizes, shall be filed only in the competent courts in accordance with the rules of California and entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such actions; (3) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys’ fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claims, indirect, punitive, incidental and consequential and any other damages (other than for actual out-of- pocket expenses), and any and all rights to have damages multiplied or otherwise increased.

Copy of Rules: For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to PADI Marketing, 30151 Tomas, Rancho Santa Margarita, CA 92688, USA. Vermont residents may omit return postage with Official Rules requests.

Binding Rules: By entering the Contest, entrants agree to be bound by these Official Rules.

Modification to Rules: The Administrator may alter the rules of the contest but only in extraneous and outstanding circumstances—snow in the Los Angeles area, the Internet crashes, etc.

PADI’s Address: PADI Marketing, 30151 Tomas, Rancho Santa Margarita, CA 92688, USA Good Luck!