



## Contest Rules:

Open to any past guest of the resort, 21 years of age or older.

1. **How to Enter:** Beginning at 12:00 p.m. Eastern Standard Time ("EST") on March 1, 2021, until 11:50 p.m. EDT on March 31, 2021, (the "Contest Period"), past guests may enter the "Back to Bucuti Photo Contest" (the "Contest") by posting their favorite photo from a past visit on their Instagram or Facebook page and by tagging the post with Bucuti & Tara's respective pages and adding the hashtag #BackToBucuti:
  1. Bucuti & Tara Beach Resort Aruba Instagram page (<https://www.instagram.com/bucutitara/>) (the "Instagram"), or
  2. Facebook Page (<https://www.facebook.com/BucutiTaraBeachResortAruba>) (the "Facebook"),
  3. Add the hashtag: #BackToBucuti on the post.
2. **Incorrect and incomplete entries are void.** All entries must be received by the end of the Contest Period to be valid. Potential winner may be required to show proof of being the authorized account holders.
2. **Eligibility:** This Contest is open to all past guests who are 21 years of age or older as of the Contest start date, except employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of the Bucuti & Tara Beach Resort
3. **Limitations of Liability:** Bucuti & Tara Beach Resort is not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, server providers, or software, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Contest; inability to access Instagram; theft, tampering, destruction, or unauthorized access to, or alteration of entries; transactions that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any web site; printing or human or other errors; and any entries which are late, lost, incomplete, misdirected, stolen, or any combination thereof. All entries become the property of Sponsor and will not be returned. By entering, you agree to release, discharge, indemnify and hold harmless the Bucuti & Tara Beach Resort, their respective representatives and agents, advertising and promotion agencies, prize suppliers, and all of their respective affiliated companies, owners, investors, lenders, employees, officers, directors and shareholders, from and against all claims and damages or liability arising in connection with your participation and/or entry in the Contest and/or their receipt or use of any prize awarded in this Contest or due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in

this Contest. Any and all warranties and guarantees are subject to the respective manufacturer's terms. Except where prohibited by law, the winner's entry and acceptance of the prize constitutes permission for the Bucuti & Tara Beach Resort to use said winner's and any travel companion's names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded.

4. **How Winner will be Determined:** The "Winner" will be selected by a vote from among all eligible entries starting on April 1 – 15, and will be contacted by Bucuti & Tara Beach Resort, Aruba, on or about April 15, 2021, via direct message on submission platform (Instagram or Facebook or Twitter). Decisions with respect to Winner and other matters pertaining to the Contest shall be final. The odds of winning depend upon the number of eligible entries received.

5. **Prize:** Prize consists of one free night on a future reservation at the Bucuti & Tara Beach Resort to be used prior to December 23, 2022. Minimum stay of four (4) nights applies, including the one free night. Room category will match the room category booked for the remaining stay. All costs, taxes, fees, and expenses associated with any element of the Prize not specifically addressed above are the sole responsibility of the Winner. Prize is non-transferable, has no cash value and no substitution will be made except as provided herein at the Sponsor's sole discretion. The prize of one room night is confirmed upon availability. Existing reservations are eligible. If Winner is unable to fulfill Prize during time period, Winner forfeits the Prize in its entirety and an alternate winner may be selected. Some restrictions may apply. All other expenses not specifically identified as included in the Prize are the sole responsibility of the Winner. Prize cannot be transferred, substituted, or redeemed for cash.

6. **Disputes/Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant in connection with the Contest, shall be governed by and construed in accordance with the laws of Aruba. Any action or litigation concerning this Agreement shall take place exclusively in Aruba. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of Aruba. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST. YOU (AND YOUR PARENTS OR LEGAL GUARDIANS IF YOU ARE A MINOR) HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

7. **Winner List:** The winner will be selected by a vote starting April 1 – 15, 2021, and notified via direct message on the respective submission platform (Instagram, Facebook, or Twitter). The promotion is no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

8. Bucuti & Tara Beach Aruba reserves the right to verify all entries. Failure to be able to validate the authenticity of your entry when requested may result in disqualification. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains infringing, obscene, offensive or inappropriate content, that does not comply with these Official Rules, or that is not

consistent with the spirit or theme of the Contest. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Entries will not be acknowledged or returned. All entries must be posted by the end of the Contest Period. Proof of sending or submission will not be deemed by Sponsor to be proof of posting by entrant. In the event of a dispute as to the identity of an entrant, the authorized account holder of the social media account used to enter the Contest will be deemed to be the entrant. The "authorized account holder" is the natural person assigned a social media account by the social media channel in question. Entries specifying an invalid, non-working, or inactive account will be disqualified and ineligible to win.

9. **Usage Rights in Entries.** Bucuti & Tara Beach Resort and its designees shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all entry materials, alone or in combination with other material including but not limited to essays, photos and/or videos in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to the entrant or anyone else. Without limiting the foregoing, entries may be posted on websites managed by Bucuti & Tara Beach Resort, Aruba and websites for hotel and resort properties owned or managed by Bucuti & Tara Beach Resort, Aruba for public viewing during and after the Contest Period. Sponsor reserves the right to review any entry prior to any such posting, to remove any entry at any time after posting, and to remove any incidental material that could be deemed infringing where doing so would not materially alter the entry and where the entrant otherwise clearly intended to comply with these Official Rules, as determined by Sponsor. No guarantee is made that any particular entry will or will not be posted or as to the length of time between submission and posting. Sponsor reserves the right, in its absolute discretion, to determine if any particular entry is appropriate for posting. All entries that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Entry constitutes permission for Sponsor and its designees to use Winner's name, biographical information, photo and/or likeness in any and all media, now or hereafter devised, worldwide, in perpetuity, for internal, advertising, Contest and other purposes without additional compensation, notification or permission, unless prohibited by law. Potential finalists and/or Winners may be required to assign all rights in their entries to Sponsor without additional compensation.

10. **Nature of Relationship/Waiver of Equitable Relief:** Each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the submission or any material based on or allegedly based on the submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

11. **Severability:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Official Rules & Winner's Name: For the

Winner's name or for a copy of the Official Rules please visit @BucutiTara on Instagram @BucutiTaraBeachResortAruba on Facebook,

**Sponsor:** Bucuti & Tara Beach Resort, Aruba, L.G. Smith Blvd 55-B, Aruba, Dutch Caribbean