

**“ABACO ISLAND GETAWAY”**  
**Official Contest Terms & Conditions**

The **ABACO ISLAND GETAWAY CONTEST** (the “Contest”) is sponsored by Kintyre Development Company Limited, The Old Clubhouse, Machrihanish, Argyll PA28 6PT (the “Sponsor”)

BY ENTERING THE CONTEST YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**OFFICIAL CONTEST RULES, TERMS AND CONDITIONS**

**1) Eligibility:**

In order to be entered in the Contest prize draw, eligible participants must have stayed at least one night in either The Ugadale Hotel & Cottages, Machrihanish PA28 6PT, United Kingdom; or The Royal Hotel, Main St, Campbeltown PA28 6AG, UK (collectively, the “Hotels”) between 1<sup>st</sup> March, 2018 and 31<sup>st</sup> March, 2018. Entry into the Contest prize draw is limited to one (1) entry per person. Multiple stays in the Hotels do NOT entitle the guest to multiple entries in the Contest prize draw.

The Contest is open to paid guests of the Hotels that are at least 18 years of age on the date of entry.

Employees of Kintyre Development Company Limited (the "Sponsor"), and their affiliates, partners, subsidiaries, franchises, distributors, retailers, advertising and promotion agencies, and the immediate families or household members of each, are not eligible for this contest.

The Contest is subject to all applicable national and local laws and regulations. The Contest is void where restricted, taxed or prohibited by law.

**2) Promotion and Entry Periods**

The Prize Draw eligibility begins at 00:01 on 1<sup>st</sup> March, 2018 and ends at 24:00 on 31<sup>st</sup> March, 2018 (the “Contest Period”).

**3) The Contest:**

One adult guest for each paid room at the Hotels during the Contest Period will be entered into a Prize Draw, and the Winner will be chosen at random by an unbiased third party.

**4) The Prize:**

The Winner will be entitled to a single stay of up to four (4) nights in a one-bedroom Cabana suite at The Abaco Club on Winding Bay, Cherokee, Great Abaco, Bahamas (“The Abaco Club”), to be taken before an expiration date of December 11, 2019. Prize is not inclusive of airfare, transportation, food and beverage, or any other costs or fees associated with travel to, travel from, or staying at The Abaco Club. The Prize is nontransferable and has no cash value. It is the responsibility of the Winner to book the dates of their stay and complete their stay prior to the expiration date. Dates of the Winner’s stay are

subject to availability. Blackout dates include: 19 November through 23 November, 2018; 16 December, 2018 through 3 January 2019; and November 25 through 29 November, 2019. Other blackout dates may apply.

The Winner will be required to sign and return an affidavit of eligibility, which will also include a publicity waiver, within two (2) days of notification. If a Winner selected is not an eligible participant, elects not to sign and timely return the affidavit of eligibility and publicity waiver, elects not to participate, and/or otherwise cannot meet the requirements of the Contest, an alternate Winner will be chosen by random drawing as described above.

**Publicity Release:** Subject to applicable law, Winner irrevocably grant to Sponsor the right to use and publish his/her, proper name, town/city and county of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the Winner regarding the Contest or Sponsor online and in print and in any other media now known or hereafter developed, worldwide, in perpetuity, in connection with the Contest and for advertising and promotional purposes, without additional compensation or notification.

#### **5) Release of Liability:**

By entering the Contest, each entrant and the Prize winners shall release, indemnify and hold harmless the Sponsor and its affiliated entities from and against any liability, loss, damage, cost, and expense that the Sponsor and its affiliated entities may suffer as a result of any claims, suits, demands, actions, causes of action ("Claims"), penalties, expenses, or costs, including reasonable legal fees ("Losses"), whether foreseen or unforeseen, that may be made or had against the Sponsor and its affiliated entities arising from or in connection with the Contest, including all such Claims and Losses arising from: 1) any Prize won; 2) the negligence, reckless acts, and/or intentional or willful misconduct by entrants and/or Prize winners; and 3) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract.

In no event will the Sponsor or its affiliated entities be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the Contest, downloading from and/or printing material downloaded from any websites associates with the Contest. In no event shall the released parties' total liability to you for all damages, losses, or causes of action exceed £50. Without limiting the foregoing, this Contest and the Prize is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

The Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest, or in the announcement of the Prize.

In the event the Sponsor is prevented from continuing with this Contest or the integrity and/or feasibility of the Prize is undermined by any event out with the control of the Sponsor including as a

result of the acts or omissions of any third parties, and including, but not limited to: fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any national or local law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor or Promoter shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation and, if so, the Sponsor reserves the right, but not the obligation, to award the Prize to an entrant selected from among all valid and eligible entries received up to the time of such Force Majeure event.

Any dispute shall be resolved individually without resort to a class action.

#### **6) Additional Rules:**

Entry materials/data that have been tampered with or altered are void. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Contest. By participating in the Contest, each entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) suspend, modify, or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage, is impairing or will impair the administration, security, fairness, integrity, or proper play of the Contest. If Contest is terminated before the end date, Sponsor will determine the Winner from all eligible entries received as of the termination date. Entry constitutes consent to the use of prize winners' name, voice, picture, video, and/or likeness without compensation for promotion purposes.

#### **7) Governing Law:**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Contest terms and conditions, including, without limitation, the Prize. These Official Contest terms and conditions and the interpretation thereof shall be governed by and construed in accordance with the laws of Scotland without regard to its conflicts of laws rules and dispute hereunder shall be subject to the jurisdiction of the Scottish Courts.

#### **8) Privacy:**

The Sponsor is committed to protecting personal information it collects about you. Information collected from entrants is subject to Sponsor's Privacy Policy, which can be found below by following this link [ <http://machrihanishdunes.com/privacy-policy/> ]. By entering the Contest, each entrant hereby agrees to Sponsors' collection and usage of his/her personal information and acknowledges that he/she has read and accepted the terms of Sponsor's privacy policy.