

## **2024 Love2Shop/Voucher Promotional Giveaway Official Rules**

BY PARTICIPATING IN THIS PROMOTIONAL GIVEAWAY OR ACCEPTING PRIZE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

### **1. Eligibility.**

The 2024 Love2Shop/Voucher Promotional Giveaway Prize (the “Promotion”) is open only to natural persons who are (i) approved travel agents who are legal residents, living and working in, the United Kingdom (“UK”), Northern Ireland, and the Channel Islands, (ii) at least eighteen (18) years of age or older (at the time of entry), (iii) with proof of travel agent status, (iv) did not purchase any services for purposes of entering Promotion, and (v) are eligible to enter Promotion as set forth in these Promotion Official Rules (“Official Rules”). Residents of the following jurisdictions are not eligible to enter or win Prize: Russia, Belarus, Cuba, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan, and any other OFAC sanctioned countries. Employees of A&K Travel Group Ltd., Crystal Cruises Ltd., Cox & Kings, and any of its respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law. Eligibility to win, accept, or redeem Prize is contingent upon complying with and fulfilling all requirements set forth herein.

### **2. Administrator.**

Promotion is administered and prize is provided by Abercrombie & Kent Limited (“A&K”), trading as “Cox & Kings”, of St George’s House, Ambrose Street, Cheltenham, Glos. GL50 3LG, which is registered in England under company number 1082430 (“Administrator”). All copyrights and trademarks are the property of their respective owners. Promotion detail and specifics may be set out by Administrator on Administrator’s webpage and social media accounts (“Promotion Details”). Administrator may, in its sole discretion and without notice to entrant, choose to update these Official Rules or Prize. It is entrant’s sole responsibility to carefully and timely review Promotion Details, any terms and conditions provided separately by Administrator, these Official Rules. Promotion is not sponsored, endorsed, administered by, or associated with any social networking sites.

### **3. Agreement to Official Rules.**

By participating in Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and Administrator’s decisions, which are final and binding in all matters related to Promotion. Whether an entrant is eligible to participate or winning entrant receives a Prize (defined

below) is contingent upon fulfilling all requirements set forth herein where eligibility is determined in Administrator's sole discretion.

#### **4. Timing: Promotion Period.**

Promotion opens on Monday 16 September 2024 at 8:00 AM BST and closes on Thursday, 31 October 2024 11:59 PM GMT inclusive (the "Promotion Period"). Unless otherwise specified in Promotion Details, Administrator's computer and servers are the official time-keeping devices for Promotion, as determined at Administrator's sole discretion. Entries received outside of Promotion Period will not be eligible to win a prize. Administrator accepts no responsibility for any entries that are incorrectly submitted, incomplete, illegible, corrupted or fail to reach Administrator by the relevant closing date for any reason. Proof of sending is not proof of receipt. Entries via agents or third parties are invalid. Promotion Period days and times are provided for reference, but Administrator reserved the right to adjust Promotion Period at its sole discretion at any time and without notice, including, but not limited to terminating or cancelling Promotion.

#### **5. Social Networking Sites disclaimer.**

Entrant agrees and acknowledges, as a condition of participating in Promotion, that applicable platforms through which Promotion is advertised, including, but not limited to, Facebook Inc., Instagram, LLC, Twitter, Inc., Apple Inc., Google LLC, or Amazon.com, Inc. and their owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (individually and collectively, "Social Networking Sites" or "SNS") do not sponsor, endorse, or administer, nor are they in any way associated with Promotion. As a condition of participating in Promotion, entrant further acknowledges and agrees that entrant shall release SNS from all liability arising out of or relating to entrant's participation in Promotion, or entrant's acceptance, use, or misuse of a Prize. Any questions related to Promotion should be directed to Administrator—not SNSs.

#### **6. Release by nature of entry.**

Submitting an entry or accepting Prize constitutes entrant's consent to give A&K a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, adapt, broadcast, license, create derivative works from the entry, license, post, sell, translate, distribute and perform and display such entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for commercial, promotional, marketing or any other purposes. Entrant gives up and releases any claim that any use by Administrator, A&K, or its designees of any entry violates any of entrant's rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, or rights to credit for the material or ideas set forth therein. If necessary, entrant will sign any necessary documentation that may be required for Administrator. A&K, or its designees to make use of the non-exclusive rights entrant is granting to use the entry. Submission constitutes entrant's consent to and authorize Administrator and A&K to, in any manner, use or edit entrant's submission, including, but not limited to associated images, likeness, voice, username, name, creation, photographs for the purpose of Promotion.

## **7. How to enter: Submission.**

During Promotion Period, travel agent can enter Promotion by making a qualifying booking (“Submission”). As outlined within Promotion Details, to qualify, a booking *must* consist of a package that includes a combination of flights, hotels and/or service or be a group tour booking. Where terms of art including, but not limited to “travel agent”, “travel advisor”, “package”, “qualifying booking” and “booking” shall be defined solely by and in the discretion of Administrator. By participating and providing a Submission, travel agent agrees that entry conforms to the Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Administrator, in its sole discretion, may remove your Submission and disqualify you from Promotion if it believes, in its sole discretion, that your entry fails to conform to the Guidelines, Restrictions, or for any other reason.

## **8. Number of Submissions.**

Only one entry or Prize may be awarded per qualifying booking package. While multiple entries are permitted, the entries must conform to the Submission guidelines. Any attempt by any entrant to unfairly obtain more than one (1) entry by using multiple or different email addresses, identities, registrations, and logins, by separating group booking, or any other methods is prohibited and may void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being an authorized account holder. Attempts made by the same individual to submit multiple entries by using multiple accounts or otherwise may be disqualified. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Entries generated by any illicit means, including but not limited to hacking or other nefarious internet activities will be disqualified. As a condition of entering Promotion, each entrant gives consent for Administrator to obtain and deliver his or her name, address and other information to third parties for the purpose of administering Promotion and complying with applicable laws, regulations, and rules. **ALL ACTIONS TAKEN TO EARN AN ENTRY ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. ADMINISTRATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF EARNING AN ENTRY IN LIEU OF ITS VALIDATION PROCESS. ANY ACTION TO EARN AN ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.**

## **9. Account creation and entries.**

If you do not have an account on the applicable platform associated with Promotion or Prize, finalizing a Submission may require entrant to create an account by following instructions provided by said platform. Once submitted, an entry cannot be deleted, modified, or cancelled. The only methods of entry and Submission for this Promotion are those set forth in these Official

Rules, including Promotion Details. No other method of entry will be accepted. Administrator is not responsible for lost, misplaced, illegible, mutilated, incomplete, incorrect or undelivered entries, and such entries will be deemed invalid. To the extent Submission are managed manually, Administrator is not responsible for any manual errors or other errors in tracking submissions. Entries become the property of Administrator and will not be returned.

## **10. Submission Guidelines.**

In addition to any guidelines provided within Promotion Details, entrant's Submission must also conform to these submission guidelines ("Submission Guidelines"):

- Entrant must provide a valid email address and contact information, entering all designated fields on corresponding Submission page or platform as provided by Administrator.
- Entrant must be an individual live human being.
- Entrant cannot be Artificial Intelligence or a Company acting on an entrant's behalf where said entrant is not permitting to participate. Any participant found to be using robot forms to enter a competition will invalidate their entry to the competition and will be disqualified from the competition.
- Entrant must be an authorized travel agent living and working in the UK, Northern Ireland, and the Channel Islands.

## **11. Restrictions.**

In addition to conforming to Promotion Details and Submission Guidelines, entrant and entrant's Submission must conform to all these restrictions ("Restrictions"):

- Submission and associated SNS account must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement.
- Submission and associated SNS account must not contain brand names or trademarks other than permissible use of Administrator's mark, which entrant has a limited license to use in the Submission for the sole purpose of creating and uploading Promotion Submission.
- Submission and associated SNS account must not contain indecent or unsafe behavior or situations, profanities or material that is harmful, abusive, vulgar, sexually explicit, inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous or, in a reasonable person's view, otherwise offensive or objectionable.
- Submission and associated SNS account must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, age, or as otherwise determined to be inappropriate in Administrator's sole discretion.
- Submission and associated SNS account must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
- Submission and associated SNS account must not contain material that disparages any person or organization.

- Submission and associated SNS account must not contain material that references persons or organizations without their written permission.
- Submission and associated SNS account must not contain material that is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.
- Submission and associated SNS account must not contain anything that is determined to damage or diminish the goodwill of Administrator, as determined by Administrator in its sole discretion.
- Submission and associated SNS account must comply with the Terms and Conditions, as well as any applicable guidelines, posted by SNSs including, but not limited to Facebook, Twitter, Instagram, Discord, Steam, TikTok, LinkedIn, YouTube, etc.

## **12. Winner determination.**

Administrator will make and bears full responsibility for winner determination. Administrator's decisions as to the administration and operation of Promotion and the selection of the potential winners are final and binding in all matters related to Promotion. Administrator will determine the winner via a manual review process of qualifying submissions utilized at Administrator's sole discretion. Administrator may in its sole discretion make the winner determination using some other mechanism. Administrator's decisions as to Prize are final and binding in all matters related to Promotion. Potential Prize winner may also be required by provide Administrator with their full legal name, Real ID, User ID, the platform used, or other detailed and person information to claim Prize. If an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by Administrator in Administrator's sole discretion, then the potential winner will be disqualified and an alternate potential winner will be selected.

## **13. Drawing, notification, and entrant identity.**

Administrator will communicate the decision with winner via a communication medium of Administrator's choosing, likely within approximately thirty (30) days of making qualifying booking. Winner will be notified via qualifying email or as deemed appropriate by Administrator. Entrant must respond and accept Prize within seven (14) days of receiving the winner selection notification. Should entrant fail to timely respond to selection correspondence, entrant may forfeit Prize. If the potential winner cannot be reached, such potential winner will be disqualified. The return of a potential winner's notification, prize information, or Prize as undeliverable or rejection of Prize by potential winner will result in disqualification of potential winner. Administrator reserves the right to modify the notification procedures. In the event of a dispute about the identity of an entrant, each entry will be declared made by the authorized account holder of the applicable social media account used to enter Promotion. The authorized account holder is defined as the natural person who is assigned to the account by the applicable social media platform. With respect to each winning entry, winner may be required to provide proof that the winner is the authorized account holder of the social media account associated with the winning entry and is otherwise eligible to enter Promotion. If a potential winner cannot be contacted, fails to sign and return necessary documentation or timely provide any other requested information, or Prize is returned as undeliverable, the potential winner forfeits Prize. Receiving a Prize, even if potential winner is ultimately notified of winning by Administrator, is contingent upon compliance with these Official Rules, further review by Administrator at its sole discretion.

#### **14. Prize.**

Promotion winner will receive a £50.00 Voucher (“Prize”), likely through Love2Shop. Prize must be redeemed at the limited availability and timeframe offered and in line with the conditions, restrictions, and any expiration date outlined in the corresponding voucher providers terms and conditions. Should Prize be a Love2Shop voucher, then winner, if they choose to accept the Prize, must accept Love2Shop’s conditions, restrictions, and terms and conditions, including the product terms and conditions (<https://www.love2shop.co.uk/product-terms>). Prize details will be communicated to the winners via email after the Promotion Period ends. Winner is not entitled to Prize alternatives or adjustments if they do not accept Prize. Administrator may, in its sole discretion, choose to provide voucher in whatever amount, form, or from any provider it deems appropriate.

#### **15. Prize redemption and expiration.**

Once a winner is selected, Administrator will send, likely via email, voucher access instructions. Questions about Promotion may be directed to Mr. Christopher Plowman, [CPlowman@coxandkings.co.uk](mailto:CPlowman@coxandkings.co.uk), 020 7873 5006. Administrator will make all reasonable efforts to provide winner with details of Prize at the earliest possible opportunity. Administrator will have final discretion on all elements of Prize announcement. Administrator bears no control over redemption, technical issues, loss, or other matters that may result upon Administrator transferring Prize to winner. Should winner elect to receive Prize via mail or postal service delivery, Administrator will bear no responsibility for associated costs or losses.

#### **16. Prize restricted by conditions and limitations.**

All taxes, fees, expenses and incidental costs are winners sole responsibility. Winner(s) may be required to review and accept Love2Shop or other applicable terms and conditions to redeem Prize. Should winner refuse to accept additional, required, terms and conditions, Winner will forfeit Prize and Administrator will not provide an alternative. Restrictions, conditions and limitations may apply. Prize is not redeemable for cash and is void if sold for cash or other consideration. Prize has no value except when redeemed in accordance with these terms and conditions. Any additional costs incurred by the winner in redeeming Prize will not be Administrator’s responsibility. Prize will be forfeited with no further liability on the part Administrator if winner(s) have any legal limitations preventing them from accepting or participating.

#### **17. General conditions.**

Prize is not assignable or transferable, and may not be given, bartered, sold, or exchanged for cash or another prize. No substitutions by winner will be allowed. Winner may waive their right to receive Prize. Unused components of Prize have no redeemable cash value, no compensation will be made and will remain property of Administrator. Administrator or Administrator’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The winner will not be entitled to any compensation and will have no claim against Administrator or any other party if the trip or any other event forming part of Prize is delayed, postponed, rescheduled, replaced or cancelled. If winner is unable to ultimately utilize Prize, no alternative Prize will be

provided. It is the winner's responsibility to check any applicable law, rules, or regulation, to determine whether winner may ultimately choose to accept or redeem Prize. Winner accepts any risk associated with participating in Promotion or redeeming Prize.

## **18. Taxes.**

Guests are responsible for all taxes and fees associated with Prize receipt or use. All federal, state, provincial, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are Guests' sole responsibility.

## **19. Limitations of liability.**

By entering Promotion, entrant agrees to release Administrator and its subsidiaries, affiliates, suppliers, distributors, advertising or promotion agencies, prize suppliers, and each of its respective parent companies and such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in Promotion or receipt or use or misuse of any Prize. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or Promotion; (4) technical or human error which may occur in the administration of Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in Promotion or receipt or use or misuse of any Prize. Administrator is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware, software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Administrator is not responsible for any typographical or other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry into Promotion, if it is possible. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available or claimed, Administrator reserves the right to give no Prize at all, award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims, or proceed as it determines best in its sole discretion.

## **20. Publicity release and non-disparagement.**

Except where prohibited, an entrant's participation in Promotion, whether or not the entrant is deemed the winner, constitutes each entrant's consent to Administrator's, and its owners, operators, charterer(s), parents, subsidiaries, affiliates, principals, agents, licensors, joint venturers, including, but not limited to A&K, perpetual, worldwide, royalty-free use of entrant's name,

Promotion submission, Promotion posts or captions, social media profile photo, likeness, photograph, voice, opinions, biographical information, hometown, state, entry, or statements attributed to entrant for commercial, advertising, and promotional purposes in any media, worldwide, without further payment or consideration, including without limitation, inclusion on Administrator's platforms and social media pages, in its e-mail blasts, and any other media chosen by Administrator without compensation or additional compensation. Entrant agrees not to disparage Administrator and its officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputations or personal reputations. Notwithstanding the foregoing, nothing in these Official Rules prohibits you from responding accurately and fully to any request for information or disclosure of documents if required by law, court order, subpoena or other legal process, in any criminal, civil, or regulatory proceeding or investigation, or in any legal dispute between the parties.

## **21. Disputes.**

Except where prohibited, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, this Promotion, winner selection, eligibility, or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of Florida or the appropriate Florida State Court located in Miami-Dade County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event legal fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant waives all rights to claim, indirect, punitive, incidental, 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. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with Promotion, shall be governed by, and construed in accordance with, the laws of the United States 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 United States.

## **22. Privacy and personal information.**

Administrator may collect personal data about entrants online and use such data in accordance with Administrator's privacy policies, including but not limited to the Cox & Kings Privacy Notice (<https://www.coxandkings.co.uk/about-us/useful-information/privacy-policy>) ("Privacy Policies") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policies carefully. Personal data provided by participants will be used solely for the purposes of administering Promotion and in accordance with Administrator's Privacy Policy. By participating in Promotion, entrant agrees to such collection and use of their personal information by Administrator, either collectively or individually, acknowledges that they have read and accepted these Official Rules and the Privacy Policies, and consent to the use of their personal data as described in these Official Rules.

## **23. Opt-in to emails and other notices.**

By participating in Promotion or accepting Prize, entrant expressly agrees and opts-in to receive marketing, sales, and promotion correspondence from Administrator via emails, text messages, direct messages, and any other form of correspondence.

#### **24. Force majeure.**

Without limiting any other provision in these Official Rules, in the event that any of Promotion's activities or the Releasees' operations or activities are affected, as determined by Administrator, in their sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, pandemic, or public health crisis (e.g., SARS), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state, or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Administrator shall have the right to modify, suspend, or terminate Promotion, and no Releasees shall be responsible or liable to any entrant or prize winner or any person claiming through such entrant or prize winner for failure to supply Prize or any part thereof. Administrator is not responsible for electronic communications that are undeliverable because of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail or social media account to receive correspondence. Failure to timely respond to Administrator will void any offers or opportunities made by Administrator to entrant as determined solely by Administrator.

#### **25. Miscellaneous.**

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Administrator's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. If there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, including those provided by Administrator, these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Administrator's sole and absolute discretion.

**BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THE OFFICIAL RULES.**