

# **CHART YOUR OWN PATH VIP EXPERIENCE**

## **OFFICIAL RULES**

**NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

### **SPONSOR DETAILS**

The sole sponsor of the Sunsail VIP Experience ("Sweepstakes") is First Choice Sailing, Inc. – Sunsail, 93 North Park Place Blvd, Clearwater, Florida 33759 ("Sponsor"). The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with the Volvo Ocean Race or any of its affiliates.

### **TERMS**

The Sweepstakes begins October 1, 2017 and ends March 31, 2018. Information in this document forms the official rules ("Official Rules"). By submitting an entry, each entrant ("Entrant") agrees to the Official Rules and warrants that their entry complies with all requirements set out in the Official Rules.

### **ELIGIBILITY**

The Sweepstakes is open to any person who is: (i) a legal resident of the United States of America (including the District of Columbia, but excluding Florida and New York), and 21 years of age; or (ii) a legal resident of Canada (excluding the Province of Quebec) who is of or over the age of majority in the province in which he or she resides. Age and residency requirements must be met at the time of entry into the Sweepstakes. Persons who are employees of the Sponsor, their respective parent companies, affiliates, subsidiaries, agents and the immediate families (spouse, children, parents and siblings) and/or those living in the same household of such persons at any time before or during this Sweepstakes are not eligible to enter. Limit one entry per person. A person who meets the criteria stated above may enter the Sweepstakes regardless of whether they've chartered with Sunsail or not. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

### **HOW TO ENTER**

The Sweepstakes begins at 12:01 a.m. ET on October 1, 2017 and all Entries must be received by 11:59 p.m. ET on March 31, 2018 (the "Sweepstakes Period"). Entrants are required to enter by visiting the Sweepstakes webpage at [www.sunsail.com/chartyourowncpath](http://www.sunsail.com/chartyourowncpath) (the "Sweepstakes Webpage"). On the Sweepstakes Webpage, the Entrant must enter the following information: first/last name, email address and home address. Limited to one Entry per person. Internet and phone access is required.

## **WINNER SELECTION**

One (1) winner will be selected at random by an independent person, from all eligible entries received during the Sweepstakes Period. Winner will be chosen on or around February 1, 2018 and notified by email. If the Sponsor is unable to confirm the winner within seven (7) days of notification being sent, or if the winner is disqualified, then the prize will be forfeited and a new winner will be selected at random by an independent person from all remaining eligible entries. Sponsor may refuse or disqualify any entry if the Entrant concerned (or anyone authorized by the Entrant to deal with their entry) acts in a way towards the Sponsor or its staff that Sponsor reasonably considers to be inappropriate, unlawful or offensive. If the winner is disqualified, or refuses the prize, the Sponsor reserves the right to select and award the prize to another Entrant through the random selection process described above. The Sponsor reserves the right to check the validity of entries, and proof of identity may be requested by the Sponsor from the winner. The Sponsor will not be liable if the prize does not reach the winner for reasons beyond the Sponsor's reasonable control. Prior to and as a condition of receiving the prize, the winner will be required to execute and return applicable tax documentation, an affidavit of eligibility and liability release and a publicity release, where prohibited by law. Odds of winning depend on total number of eligible entries.

## **GRAND PRIZE**

The grand prize winner will receive two (2) tickets for the Sunsail VIP Experience with Charlie Enright and Mark Towill during the Volvo Ocean Race Newport Stopover at Race Village (the "prize" or the "VIP Experience"). The VIP Experience will commence on or around May 17-20, 2018. The prize does not include travel or other accommodations. The winner will be notified by email to the email address provided in the winner's entry.

Tickets will be processed one (1) to two (2) months before the date of the VIP Experience. Winner and companion must attend the VIP Experience on the same date. VIP Experience tickets are not transferable, refundable, nor may be sold for cash or other consideration.

By accepting the prize, winner acknowledges that the prize contains some inherent element of risk of accident, illness, injury, loss or death, which may be caused by negligence, forces of nature, or other agencies, known or unknown. Winner acknowledges that such risks may be present at any time before, during and after the VIP Experience. All prize details not stated or specified in these Official Rules will be determined at Sponsor's sole discretion. Expenses not specifically stated in the prize package outlined above are the sole responsibility of the winner.

## **DATA PRIVACY; LICENSE**

By entering the Sweepstakes, Entrants are providing their personal information to Sponsor. The personal information collected through this Sweepstakes is subject to Sponsor's Privacy Policy [www.sunsail.com/legals/privacy](http://www.sunsail.com/legals/privacy), incorporated herein and made a part hereof by this reference (and available upon written request). Selected entries and the Entrants' names may be published by Sponsor in Sponsor's publications or on its website, or in any other medium, at the Sponsor's discretion. By entering the Sweepstakes, Entrants grant a royalty free, irrevocable, perpetual, non-exclusive license in the entries

to Sponsor, and acknowledge that Sponsor may use the entries and a name credit in any media now or hereafter known, without the restriction, including commercially using and exploiting the entries to fullest extent possible and without additional compensation to the Entrant. In addition, Sponsor may use Entrant's personal details for the purpose of administering this Sweepstakes in accordance with Sponsor's Privacy Policy [www.sunsail.com/legals/privacy](http://www.sunsail.com/legals/privacy) and applicable data protection legislation. By entering this Sweepstakes, Entrants agree that Sponsor and its business partners may use information to contact the Entrant about products and services. **CANADIAN ENTRANTS:** By entering this Sweepstakes, Canadian Entrants agree to receive email correspondence from Sponsor (or agents of Sponsor) for the purpose of administering this Sweepstakes and for other purposes to which Canadian Entrants specifically consent.

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 seek any additional approval in connection with such use or exploitation.

### **LIMITATION OF LIABILITY**

**BY ENTERING THIS SWEEPSTAKES, ENTRANTS EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL SPONSORS, OR THEIR RESPECTIVE 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.**

**WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE SWEEPSTAKES AND TO THE PRIZE, SPONSOR MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SPONSOR ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN OPERATION OR TRANSMISSION; COMMUNICATIONS LINE FAILURE; THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO SWEEPSTAKES ENTRIES OR ENTRY FORMS; OR ALTERATION OF ENTRIES OR ENTRY FORMS.**

### **CONDITIONS**

All federal, state/provincial/territorial 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. The accuracy of the email address is the responsibility of the Entrant. The 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 the Official Rules. Failure by the 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 the Sponsor.

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

## **GOVERNING 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 exclusively by the United States District Court or the appropriate State Court located in, or nearest to, Clearwater, Florida; (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 Florida, 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 Florida.

## **WINNER LIST**

For the name of winner send a self-addressed, stamped envelope to: Sunsail VIP Experience, 93 N. Park Place Blvd. Clearwater, FL 33759 USA. Canadian residents may omit return postage.