

## TRAVAMERICA

### (EXCLUSIVE SALES REPRESENTATIVE OF OASIS HOTELS & RESORTS)

#### SWEEPSTAKES RULES

The following sweepstakes is intended for viewing in Canada only and subject to all applicable federal, provincial, territorial, municipal and local laws and regulations. Do not proceed further in this area of the site if you are not a legal Canadian resident, 21 years or older, and accessing this site in Canada.

OPEN ONLY TO LEGAL RESIDENTS OF CANADA 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED BY APPLICABLE LAW

**ENTRIES:** From 9:00 a.m. Eastern Time ("ET") on August 1, 2016 until 5:00 p.m. ET on October 31, 2016 (the "Entry Period"), you may enter the "Sweepstakes" by completing and submitting the online entry form ("Entry") found at the Entry Portal on this site. Entry is limited to those eligible natural persons with authorized access to a computer, Internet service and an active email account prior to accessing the Entry Portal and submitting the Entry. Entries may only be submitted online via the Entry Portal. By entering (or attempting to enter) the Sweepstakes, each Entrant agrees: (i) to be bound by these "Sweepstakes Rules" and by all applicable laws and by the decisions of Referee and Administrator, which shall be binding and final (subject to the Governing Laws below); (ii) to waive any rights to claim ambiguity with respect to these Sweepstakes Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties and to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties all to the extent set forth in these Sweepstakes Rules and the fullest extent permitted by applicable law. Any provision of these Sweepstakes Rules that is found by a tribunal of competent jurisdiction to be unenforceable shall be deemed restated to conform to the intention of the parties expressed herein, or if incapable of being restated, shall be deemed deleted from these Sweepstakes Rules.

These Sweepstakes Rules may be downloaded from this site in either PDF or HTML. "You or you" for purposes of these Sweepstake Rules means a natural person who has accessed this site and/or the Entry Portal and who has submitted or attempted to submit an Entry. TravAmerica for purposes of these Sweepstake Rules means TravAmerica, Inc., its' officers, directors, employees, affiliates, agents and attorneys.

**NO PURCHASE OR PAYMENT NECESSARY: YOU UNDERSTAND THAT NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.** You understand no purchase of any goods or services or payment of money or other consideration are required for Entry and/or to win. Nor must you access, view, download, use or review any information or services provided by TravAmerica as a condition to Entry or to win. The purchase, review, down-load or use of any of TravAmerica's products, data or services will not improve your chance of winning. If you access the Entry Portal, you will be asked to review information about TravAmerica's programs, procedures and promotions ("TravAmerica's Programs"). Your review of TravAmerica's Programs is completely optional and is not a condition for Entry

or to win. In addition, should you choose to review TravAmerica's Programs this will not improve your chances of winning. By consenting to review TravAmerica's Programs and reviewing TravAmerica's Programs you represent and agree that such review is being undertaken voluntarily for your own education, professional advancement, and benefit and such review in no way confers a benefit or consideration upon TravAmerica. You further represent that you would have reviewed TravAmerica's Programs in the ordinary course of your work had TravAmerica not offered the Sweepstakes.

**PRIVACY:** By submitting an Entry, YOU EXPRESSLY CONSENT TO BEING CONTACTED IN THE FUTURE BY TRAVAMERICA, ITS' AGENTS, REPRESENTATIVES AND AFFILIATES VIA EMAIL, TELEPHONE AND MAIL IN CONNECTION WITH THE SWEEPSTAKES AND TRAVAMERICA'S PROGRAMS. In the event you do consent to review TravAmerica's Programs and submit or receive related e-mails or other data (including personal identifying information). The use of such e-mails, data and information shall be subject to TravAmerica's privacy policy (the "Privacy Policy"). The Privacy Policy may be viewed and downloaded at <http://www.oasishotels.com/privacy-policy/>. Any and all data and information you submit, or that is gathered by TravAmerica in connection with the Sweepstakes will be treated in accordance with the Privacy Policy. By participating in the Sweepstakes and/or accepting the Cash Grand Prize, you agree to allow TravAmerica and TravAmerica's designees including, without limitation, Oasis Hotels & Resorts the perpetual right to use your name, state of residence, photos, audio and video and/or likeness, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**ELIGIBILITY:** This Promotion is open only to citizens and legal residents of Canada who are 21 years of age or older at time of entry and who have authorized access to a computer, Internet service and an active email account prior to accessing the Entry Portal and submitting the Entry. Employees and members of their households and immediate families (spouses, parents, siblings, children and each of their respective spouses) of TravAmerica and its parent companies, subsidiaries, and affiliates, and their advertising and promotion agencies and all local sponsors (if any) are expressly prohibited from participating in the Sweepstakes.

**CONDITIONS:** TravAmerica reserves the right, and Grand Prize Winner expressly consents to, the conduct of a background and credit check on any potential Grand Prize Winner and reserve the right in their sole discretion to disqualify any person based on such background and credit check if either determines in its sole discretion that awarding Grand Prize to such potential Grand Prize Winner might reflect negatively on them. Should a potential Grand Prize Winner be disqualified as a result of the foregoing, another Grand Prize Winner will be randomly selected. Each participant must have a valid and unique email address and is limited to one (1) Entry. Submitting more than one (1) Entry by a single individual by any method including, without limitation, using multiple/different email addresses, identities, registrations or logins, or any in other fashion may void your Entry and disqualify you from the Sweepstakes. In the event of a dispute as to any Entry, the authorized natural person assigned the email address by the person or organization responsible for assigning email addresses for the domain associated with the submitted

address shall be deemed the entrant. Potential winners may be required to show proof of being the authorized email address user.

**PRIZE:** The Grand Prize Winner shall win a 7 nights stay for 2 people at the Grand Oasis Tulum in Tulum, MX.

**GRAND PRIZE DRAWING:** One (1) Grand Prize Winner will be selected in a random drawing from among all eligible entries on approximately November 1, 2016, by an independent Certified Public Accountant or Attorney ("Referee"), and will be contacted by telephone and email on or about November 5, 2016. The potential Grand Prize Winner may be filmed or otherwise recorded during his/her notification. The Referee's decisions with respect to the Grand Prize Winner and other matters pertaining to the 7 nights stay for 2 people at the Grand Oasis Tulum in Tulum, MX Sweepstakes shall be final, binding and conclusive subject to the Governing Laws section below. The Grand Prize Winner may be required to sign an affidavit of eligibility and release of liability and publicity (where permitted), in forms acceptable to TravAmerica, within seven (7) business days of issuance of prize notification. If TravAmerica is unable to contact the Grand Prize Winner within seven (7) days from first notification attempt, or if the Grand Prize Winner fails to complete and return all requested forms by the specified date, or if the Grand Prize Winner fails to satisfy and comply with any of the Conditions or is otherwise disqualified in accordance with these Sweepstakes Rules, his/her prize will be forfeited and an alternate prospective winner shall be randomly selected. The Referee reserves the right in his/her sole discretion to disqualify any person who tampers with the Entry process and to void any Entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the Grand Prize using all eligible, properly submitted Entries received prior to termination. In the event the Sweepstakes is terminated before the expiration date set forth above, notice will be posted on TravAmerica's website. TravAmerica will provide a list of the Grand Prize Winner(s) free of charge to any person requesting it.

**ODDS OF WINNING:** The odds of winning depend upon the number of eligible entries received.

**DAMAGES WAIVER AND LIABILITY LIMITATION:** TravAmerica, other participating sponsors (if any), (collectively with TravAmerica, the "Released Parties") their respective affiliates, subsidiaries, parent, and their respective officers, directors, shareholders, employees, attorneys and agents, and any and all Internet service and access provider(s) shall not be liable for: any erroneous entry information; mistakes whether or not negligent; technical problems; failures or defect in any data network, online systems, equipment, or software, including any injury or damage or destruction to your or any other person's computer, data and/or network relating to, arising from and/or resulting from your Entry in the Sweepstakes and/or accessing TravAmerica's website; inability to access TravAmerica's website; theft, tampering, destruction, or unauthorized access to, or alteration of entries or your data and information, including personal identifying information; entries that are processed late or incorrectly or lost due to human error and/or computer or electronic malfunction or traffic congestion on the Internet or at any web site; all other electronic, mechanical or human errors; or any combination of the foregoing. Proof of online submission will not be deemed to satisfy an Entry's receipt. Upon submission, Entries are the property of TravAmerica. IN NO EVENT SHALL THE RELEASED PARTIES OR ANY OF ITS PARENT, AFFILIATES, AGENTS, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS SUCCESSORS OR

ASSIGNS BE LIABLE UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA, SOFTWARE OR INFORMATION OF ANY KIND, OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) ARISING FROM, OR IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES AND/OR ACCESSING TRAVAMERICA'S WEBSITE, REGARDLESS OF WHETHER OR NOT THE RELEASED PARTIES OR ANY OF THEIR PARENT, AFFILIATES, AGENTS, ATTORNEYS, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS OR ASSIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**INDEMNIFICATION.** By entering the Sweepstakes, you agree to release, discharge, indemnify, defend and hold harmless the Released Parties their respective affiliates, subsidiaries, parent, and their respective officers, directors, shareholders, employees, attorneys and agents, and any and all Internet service and access provider(s) and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders, from and against all claims and damages or liability arising from or in connection with your participation and/or entry in the Sweepstakes and/or your receipt or use of any prize awarded in this Sweepstakes or due to any injuries, damages or losses to yourself or any other 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 Sweepstakes-related activity or participation in this Sweepstakes including any injury or harm resulting from the use of the vehicle or any travel or activity related thereto. In addition to the forgoing, you agree to release, discharge, hold harmless, indemnify and defend the Released Parties their respective affiliates, subsidiaries, parent, and their respective officers, directors, shareholders, employees, attorneys and agents, and any and all Internet service and access provider(s) and prize suppliers, and all of their respective affiliated companies, employees, officers, directors and shareholders from and against any and all third party claims for damages, liabilities, compensation and/or costs (including attorneys' fees) for: (i) personal injury or damage to property occurring in connection with the Sweepstakes and/or your receipt or use of any prize awarded in this Sweepstakes and caused by your negligent or willful acts; (ii) misuse, misappropriation, theft and/or inappropriate disclosure of any personal identifying information or other data gathered or accessed by you in connection with the Sweepstakes; and (v) defamatory statements made or published by you. Notwithstanding anything in the foregoing to the contrary, you shall in no event be liable for any amount disproportionate to your culpability or arising from the negligence of the Released Parties or any Released Party. Nor shall you be required to indemnify the Released Parties against claims based solely on the negligence or fault of the Indemnified Parties. Nothing contained herein shall relieve you of any responsibility for claims regardless of whether you are required to provide insurance covering such Claims. Each Released Party shall have the right to participate in the defense of any claim against it that is covered by your obligations hereunder, including the right to retain its own legal counsel of its choice. The releases herein are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. You hereby covenant not to sue or demand arbitration against the Released Parties for any claims or damages released and/or waived by you by virtue of these Sweepstakes Rules.

**GOVERNING LAW:** Entrant agrees that 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, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these sweepstakes rules, or the rights and obligations of the entrant and Travamerica in connection with the sweepstakes, shall be governed by, and construed in accordance with the laws of the Province of Ontario, without giving effect to any choice of law and conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

**WINNERS' LIST:** For a winner's list, send an email to [connect@oasishotels.com](mailto:connect@oasishotels.com) with "Sweepstakes Winners" in the subject line. All such requests must be received by October 31, 2016.

**ADMINISTRATOR:** TravAmerica