

# **Black Gold Travel Vacation Contest**

## **Rules & Regulations**

\* NO PURCHASE NECESSARY TO ENTER OR WIN. THIS CONTEST IS OPEN TO U.S. RESIDENTS AND IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA. BY ENTERING, PARTICIPANT AGREES TO BE BOUND BY THESE CONTEST RULES AND THE DECISIONS OF THE SPONSOR WHICH SHALL BE FINAL IN ALL RESPECTS.

### **1. ELIGIBILITY**

To enter the "Black Gold Travel Vacation Contest" (the "Contest"), an individual (herein defined as a "Participant") must, at the time of Entry into the Contest, be a resident of U.S. and must be 21 and older. To qualify a ballot must be completed in full.

Employees, representatives, agents, officers, and directors (including members of their Immediate Families and any other person living in the same household of such person whether related or not) of Black Gold Travel Agency, its affiliates (including, without limitation, its parent, sister and subsidiary companies), any independent contest judging organization, advertising or promotional agencies and suppliers of materials or services related to the Contest are not eligible to enter the Contest or to receive a Prize. For these Official Rules, "Immediate Family" means mother, father, sister, brother, son, daughter and spouse, including common law spouse, regardless of where they reside.

The decisions of Sponsor and/or the independent contest judging organization are final and binding in all matters related to this Contest. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion to disqualify any Participant, should such a Participant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### **2. CONTEST PERIOD (i.e. duration of the Contest)**

The Contest starts at 12 a.m. on February 15<sup>th</sup> and closes at 11:59 p.m. on March 20, 2016 (the "Contest Period"). All Entries must be received by 11:59:59 p.m. (ET) on March 20, 2016 (the "Contest Closing Date"). Within the Contest Period there will be a total of one (1) drawing for the 3-day Vacation Contest Draw Period. For the purposes of this Contest a "month" is defined as beginning on the 1st day of the calendar month at 12:01 a.m. and ending on the last day of the calendar month at 11:59:59 p.m. (ET).

### **3. HOW TO ENTER THE CONTEST**

NO PURCHASE NECESSARY. All Entries must be received and recorded within the Contest Period. The Contest computer system (the "Contest Computer") is used to govern all computer and time-related aspects of the Contest (including the date and

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time an Entry was received) and, among other things, is the official time-keeping device for the Contest. To be eligible ballots must be completed in full.

To enter, visit our contest page (<http://www.blackgoldtravel.com/>) on “Register to Win a 3-day Vacation” button and complete the following mandatory fields: your name, email address, and phone number. Individuals referred can only be submitted once. Indicate that you have read, understood, and accept the Official Rules by checking the appropriate box. Select the “Submit” icon.

Enter as often as you wish. Successful submissions will receive one (1) Entry into the Contest. For the purposes of this Contest, an Entry occurs when the contestant completes and submits the entry form on the Contest Website. Then, all Entries become the sole property of the Sponsor and will not be acknowledged or returned.

#### 4. PRIZE

One (1) Prize consisting of 3-day Vacation in one (1) location in Florida, Georgia, South Carolina or some west coast properties. Black Gold Travel Agency will choose the property. Odds of winning depend on the number of Entries received.

Prize must be accepted as awarded without substitution and are not transferable. The Sponsor will contact the winner within ten (10) days of the Contest Draw date to begin making the necessary arrangements to deliver his/her Prize (as defined in Rule 6 below).

#### 5. DRAWS

The Sponsor in Atlanta, GA will make the random draw at 10:00 a.m (ET), as follows:

Prize

Draw Period	Draw Date
February 15 <sup>th</sup> - March 20, 2016	March 31, 2016

One (1) Entry will be randomly selected on the above draw date from among all Entries received during the respective Draw Period. All non-selected Entries will carry forward into future monthly draws. An odd of being selected to win a Prize depends on the total number of eligible Entries submitted per Participant and the total number of eligible Entries received for each Draw Period. If for any reason whatsoever, no eligible Entries are received for a Draw Period the Prize or Prizes designated for that Draw Period will carry forward to the next Draw Period.

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### 6. PRIZE CLAIM CONDITIONS

Each selected Participant will be contacted by telephone at the telephone number provided on his/her Entry within ten (10) business days of the Contest Draw date. To be eligible to win a Prize, the selected Participants must first correctly answer, without assistance of any kind, whether mechanical or otherwise. The Sponsor will not be responsible for the failure for any reason whatsoever of a selected Participant to receive notification or for the Sponsor to receive the selected Participant's response. Prior to being declared a winner each selected Participant, must complete and return the Sponsor's Declaration of Compliance and Release of Liability and Publicity Release Form (the "Form") releasing the Sponsor, their respective parent, related and affiliated companies, advertising and promotional agencies, and all of their respective directors, officers, owners, partners, shareholders, employees, agents, representatives, successors and assigns (the "Releasees") from any liability in connection with this Contest or the acceptance, possession, use or misuse of any Prize. The potential winner must return this form to the Sponsor's office by mail at **1924 Telfair Lane Atlanta, GA 30311**, by mail, email or by fax within 14 business days following the date that the selected Participant was first contacted by the Sponsor. In the event that a selected Participant cannot be contacted by telephone, the telephone number is not correct, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, or other non-compliance with these Official Rules then the selected Participant will be disqualified without any liability to the Sponsor whatsoever (and the disqualified selected Participant will have no claim against the Sponsor with respect to the Contest, or anything related to the Contest) and another Participant will be randomly selected from the remaining eligible Entries (and subject to disqualification in the same manner) and the process above will be repeated until such time as the Prize is awarded or until there are no more eligible Participants.

### 7. LIMITATIONS OF LIABILITY AND RELEASES

BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM A PRIZE, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. FURTHER BY PARTICIPATING IN THIS CONTEST, PARTICIPANTS AGREE THAT RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, INCLUDING ACCESS TO AND USE OF THE CONTEST WEBSITE, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

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Without limiting the generality of the foregoing, the Sponsor do not assume any responsibility and are not responsible for (i) the incorrect or inaccurate capture of Entry information and Entries that fail to comply with these Official Rules; (ii) any loss, damage, or claims caused by an awarded Prize or the Contest itself; (iii) any failure of the website during the Contest Period, including any problems, human or technical, printing errors, lost, delayed, garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including any injury or damage to an Participant's or any other person's computer related to or resulting from downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest. Entry material/data that has been tampered with or altered is void.

### **8. GENERAL**

By entering the Contest, Participants (i) acknowledge compliance with these Official Rules including all eligibility requirements, and (ii) agree to be bound by these Official Rules and by the decisions of the Sponsor, made in their sole discretion, which shall be final and binding in all matters relating to this Contest. Participants who have not complied with these Official Rules are subject to disqualification. Contest is subject to all applicable federal, state and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. 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 of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her Prize, or the cash value thereof. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest and/or Contest Website, violates the Official Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person. **WARNING: ANY ATTEMPT BY AN PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

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### **9. RIGHT TO MODIFY**

The Sponsor reserves the right, to terminate, suspend or modify this Contest or to amend these Official Rules, in whole or in part, at any time and in any way, without prior notice, for any reason whatsoever, without obligation, if in Sponsor's sole opinion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for any reason, including but not limited to, as a result of tampering or infection by computer virus, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right, to modify, suspend or terminate the Contest, or any portion thereof, and/or conduct a random draw from all eligible entries received, in accordance with the winner selection criteria discussed above.

### **10. RULES GOVERN**

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

### **11. INTELLECTUAL PROPERTY**

All intellectual property, including but not limited to trade-marks, trade names, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by either Sponsor and/or their respective affiliates or authorized licensors. All rights are reserved. Unauthorized copying or use of any copyrighted materials or intellectual property without the express written consent of its owner is strictly prohibited.

### **12. CONSENT TO USE PERSONAL INFORMATION**

Sponsor and its authorized agents will collect, use and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and Prize fulfillment. By entering this Contest, you consent to being contacted by Sponsor and its authorized agents about this Contest and your Entry. For information about our privacy practices, see our Privacy Policy available at <http://www.blackgoldtravel.com> or contact Black Gold Travel Agency by e-mail at [blackgoldtravel@gmail.com](mailto:blackgoldtravel@gmail.com).

By accepting a Prize, winner agrees to Sponsor's use of his/her name, city of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice.