

PRODUCT MOVERS DESTINATION: BEACHES SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Product Movers Destination: Beaches Sweepstakes ("Sweepstakes") is sponsored by Synergistic Marketing LLC ("Sponsor"), 192 Lexington Ave, New York, NY 10016 and is administered by Firon Marketing LLC ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on August 1, 2018 at 12:00 PM Eastern Time ("ET") and ends on December 31, 2018 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, grand prize provider, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void in Alaska, Hawaii, and where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical addresses or e-mail addresses.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit pmdestination.com (the "Website"), and follow instructions to enter by completing the Sweepstakes entry form. Upon the successful submission of the registration information, an entrant will (i) receive one (1) entry into the Sweepstakes, and (ii) receive e-mails from Sponsor and Sponsor's sponsors and marketing partners. Entrants may opt of receiving these emails by following the unsubscribe instructions in the email.

Note: If using a mobile device to participate in the Sweepstakes, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless providers' pricing plans.

Entry Limit: Limit one (1) entry per person per day during the Sweepstakes Period. If more than one (1) entry is received from the same person and/or e-mail address in a single day, only the first entry received may be considered valid. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period.

- 4. RANDOM DRAWING:** On or around January 3, 2019 the Administrator will randomly select one (1) potential Grand Prize winner, two (2) potential First Prize winners, and five (5) potential Second Prize winners from all eligible entries received during the Sweepstakes Period. Each selected

potential winner is subject to verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

- A. Grand Prize (1):** A five (5) day/four (4) night Luxury Included® trip for winner and one (1) guest and up to two (2) children (15 years of age or younger) to one of the following Beaches Resort (“Grand Prize”):

Beaches Resort	Location
Beaches Turks & Caicos Resort Villages & Spa	Providenciales, Turks & Caicos
Beaches Negril Resort & Spa	Negril, Jamaica
Beaches Ocho Rios - A Spa, Golf & Waterpark Resort	Ocho Rios, Jamaica

The winner shall be solely responsible to pay the cost for any additional individuals other than as stated including the cost of any upgrades.

Beaches Resorts reserves the right to relocate any confirmed Grand Prize winner from his/her resort of choice to an alternate resort within the resort’s chain based upon availability of space for the secured travel dates due to any circumstances beyond their control.

Each Resort is a Luxury Included® resort destination. Grand Prize includes luxurious accommodations (one [1] room, quad occupancy), all meals, unlimited premium brand beverages, daily & nightly entertainment, all land and water sports, including scuba diving (for certified divers) and snorkeling, Wi-Fi in all rooms and public areas, access to the Xbox Play Lounge and Kids Camps, gratuities, and transfers to and from the resort designated airport. "Luxury Included" amenities are subject to change and are to be determined by the prize provider in its sole discretion. **Telephone calls, Red Lane® Spa treatments and services, specialty dining, tours & excursions, inter-island transportation, SCUBA certification courses, island departure taxes and purchases made at the Beaches Specialty Shops are not included. Additional activities or items may be available for purchase.**

Grand Prize trip includes round-trip coach class air transportation from a major commercial airport near winner’s residence to an airport near Grand Prize destination (subject to Sponsor’s discretion) for winner, one adult guest and up to two (2) children (up to \$3,000 in total or \$750.00 per person). Winner and guests must travel on the same itinerary.

Grand Prize winner’s guests must be eighteen (18) years of age or older (except minor children). If winner elects to travel or partake in a Grand Prize without a guest, no additional compensation will be awarded to the winner.

Grand Prize trip must be taken by December 31, 2019 and is not transferable or redeemable for cash. No extension will be given after the Grand Prize has expired. If Grand Prize is not redeemed, the prize will be forfeited.

Travel dates are subject to availability; blackout dates and other restrictions may apply, subject to Sponsor’s and selected Beaches resort’s discretion. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of

air transportation. Any difference between the estimated ARV and the actual value of the Grand Prize will not be awarded. Grand Prize winner and guest are responsible for having valid travel documents including passports. Grand Prize winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this the acceptance of the Grand Prize. Reservations will not be confirmed until thirty (30) days prior to the Grand Prize winner's selected travel date. All guests of Grand Prize winner must sign and return a travel liability release before travel will be booked. Grand Prize winner and his/her guests hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of a trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card (subject to resort policy). Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element, or detail of Grand Prize is canceled, postponed, or becomes unavailable for any reason. Should any event, element or detail of the Prize become unavailable, the Sponsor shall have no obligation to a winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element, or detail. Only one (1) Grand Prize will be awarded in the Sweepstakes. The ARV of the Grand Prize is \$9,000.

All applicable taxes including federal, state, and local income taxes, if any, are the sole responsibility of the Grand Prize winner. Grand Prize winner may be required to complete and return to Sponsor or Administrator a 1099-MISC IRS form for tax reporting purposes. No cash substitution, assignment, or transfer of the Grand Prize by winner is permitted.

- B. First Prizes (2):** The first prize is a \$500 Visa[®] Gift Card ("First Prize"). Two (2) First Prizes will be available in the Sweepstakes. The ARV of each First Prize is \$500.
- C. Second Prizes (5):** The second prize is a \$100 Visa Gift Card ("Second Prize"). Five (5) Second Prizes will be available in the Sweepstakes. The ARV of each Second Prize is \$100.
- D. Total ARV:** The total ARV of all prizes available in the Sweepstakes is \$10,500.
- E. Odds of Winning:** The odds of winning a prize depends on the number of eligible entries received during the Sweepstakes Period.
- F. General Conditions:** There is a limit of one (1) prize per person/household. The GiftCards.com Visa Gift Card is issued by MetaBank[®], Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Visa Gift Card can be used everywhere Visa debit cards are accepted in the U.S.A. No Cash or ATM Access. MetaBank and Visa are not the sponsor of the Sweepstakes. Card may have fees that reduce winnings. Funds do not expire.

- 6. PRIZE ADMINISTRATION:** Following the random drawings, Administrator will notify the potential winners via e-mail at the e-mail addresses provided at the time of entry. Before being declared the Grand Prize winner, the potential Grand Prize winner will be required to sign, complete, execute (and have notarized) and return to Sponsor/Administrator an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit") within five (5) calendar days from the date it is postmarked as being sent to the potential winner or the Grand Prize may (in Sponsor's sole discretion) be forfeited. A potential Grand Prize winner (and guests) may be subject to a

background check before the Grand Prize is awarded. Sponsor reserves the right to disqualify a potential Grand Prize winner (or guest) based on the results of such background check if Sponsor determines in its sole discretion that awarding a Grand Prize to any such individual might reflect negatively on the Sponsor. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that the potential Grand Prize winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline, the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including, without limitation, e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Each prize is non-transferable and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use,

loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification, or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, 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.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK COUNTY, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK COUNTY, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY:** Sponsor's privacy policy is available at <http://www.synergisticmarketing.com/privacy-policy>. The submission of an entry constitutes the entrant's representation of eligibility, consent to participate in the Sweepstakes, and consent for Sponsor to obtain, use, and transfer your name, mailing address and email address, and other information obtained through the entry (i) for the purpose of Sweepstakes administration, and (ii) to its sponsors and marketing partners. An entry into the Sweepstakes also serves as an "opt-in" to receive communications from Sponsor, Sponsor's promotion sponsors and Prize Provider regarding future marketing promotions and

event. You will have the ability at any time to opt out of receiving any future marketing promotions or events.

10. PUBLICITY RIGHTS: By participating in this Sweepstakes, each entrant grants the Sponsor and Sponsor's designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For a list of winners, mail a self-addressed stamped business envelope to: Firon Marketing, ATTN: The Product Movers Destination Beaches Sweepstakes Winners List, 119 West

24th Street, 3rd Fl, New York, NY 10011. Winner List requests must be received no later than March 30, 2019.

© 2018 Synergistic Marketing LLC. All rights reserved.